

TRANSPORTATION CABINET  
Department of Highways  
Frankfort, Kentucky 40622

PROPOSAL NO. \_\_\_\_\_  
PROJECT CODE NO. 03-0775

LETTING OF DECEMBER 12, 2003  
Sealed Bids will be received in the  
Division of Contract Procurement  
and/or the Auditorium located on the  
1<sup>st</sup> Floor of the State Office Building  
until 10:00 A.M., EST, on DECEMBER 12, 2003  
Bids will be publicly opened and read  
10:00 A.M., EASTERN STANDARD TIME.

PROJECT IDENTIFICATION AND DESCRIPTION:

PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003  
The Hazard-Darfork-Dwarf Road (KY 476) Bridge and Approaches at Lotts Creek 0.100 mile east of  
KY 1440, a distance of 0.0961 mile.

Grade, Drain, Asphalt Surface.

Status Report Item No. 10-1035.00.

(10)

GEOGRAPHIC COORDINATES:

LATITUDE - 37° 17' NORTH  
LONGITUDE - 83° 11' WEST

COMPLETION DATE ESTABLISHED FOR PROJECT: 96 CALENDAR DAYS

LIQUIDATED DAMAGES SEE STANDARD SPECIFICATIONS

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

(Check guaranty submitted: Cashier's Check ☐ Certified Check ☐ Bid Bond ☐)

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL.  
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BID..... ☐ PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN..... ☐ \_\_\_\_\_  
Address City State Zip

PART I

SCOPE OF WORK

1. Project Detail
  - a. See Road and/or Bridge Plans
  - b. Special Notes Applicable to Project Attached
  - c. Supplemental Specifications Attached
  - d. Special Notes and Specifications for Gas and Water Relocation Attached
  - e. Special Note for Utility Clearance Attached
  - f. Department of the Army Corps of Engineers Nationwide Permit Authorization Attached
  - g. Special Note for Corrosion Inhibitors (1-1-2000) [2CC] \*

\*These Special Notes are included in the Supplemental Specifications.

## SPECIAL NOTES APPLICABLE TO PROJECT

2000 SPECIFICATIONS

Any reference in the plans or in the proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 1998*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2000* and *Standard Drawings, Edition of 2003*.

2001 SUPPLEMENTAL SPECIFICATIONS

The *2001 Supplemental Specifications* to the 2000 Standard Specifications for Road and Bridge Construction shall apply to this project.

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the 2000 Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

- 102.02 Current Capacity Rating
- 102.08 Irregular Proposals
- 102.09 Proposal Guaranty
- 102.10 Delivery of Proposals
- 102.14 Disqualification of Bidders

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid Program available on the internet web site of the Department of Highways, Division of Contract Procurement. ([www.kytc.state.ky.us/contract](http://www.kytc.state.ky.us/contract))

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FHWA 1273

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

The Asphalt Base Price shall be \$165.00 (English ) as applicable in Section 109.07 of the *2000 Standard Specifications*.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

OPTION B

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by OPTION B in accordance with Section 402 and Section 403 of the *2000 Standard Specification*.

ASPHALT PAVEMENT RIDE QUALITY

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the *2000 Standard Specifications*.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

**SPECIAL NOTE**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

**OBLIGATION OF CONTRACTORS**

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

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**CONTRACT GOAL****CONTRACT GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 5 % of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as goals for this contract.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

*"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of \_\_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."*

The certification statement is located on the last page of this proposal. All contractors must certify their DBE participation on that page. *DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.*

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

- 1) Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2) Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
- 3) The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
  - a). If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
  - b). The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c). The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4) Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5) Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;



## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

## Kentucky Transportation Cabinet General DBE Participation Plan\*

Letting Date: \_\_\_\_\_ Project Code Number (PCN) \_\_\_\_\_ Project Number: \_\_\_\_\_  
Designated DBE Goal %

Prime Contractor	_____
DBE Company Name	_____
Address	_____
City, State, Zip	_____
Federal Tax ID	_____

Type of DBE Work (all applicable)	Supplier	Subcontractor	Manufacturer	Engineering	Other

Itemized worked to be performed by DBE Company:

[illegible]

**\*\*Note:** 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment

Total This DBE	
Total Bid	

% Credited toward Goal, this DBE

Prime Contractor's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

DBE Participant Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\*This form must be completed for each DBE participant**

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

In order for the Cabinet to the use of its resources more efficiently, the contractor shall, prior to issuance of notice to begin work, submit an anticipated earnings schedule broken down by month for the expected life of the contract for any project with a bid over \$5,000,000. The contractor will be provided a spreadsheet to expedite the preparation of this schedule upon award of the contract. No direct payment will be allowed for the preparation and submittal of this schedule.

In the event the Engineer determines that there are inadequate or insufficient road funds available under the contract for the payment of Engineer's estimates for work on the project as they come due, the Engineer may suspend payment for all or a part of the contract. If payment is suspended, the contractor may have the option, with the written agreement of the Engineer, of continuing performance under the contract. If the contractor suspends performance, he shall not resume performance until he receives a back to work notice from the Engineer. In the event that the Engineer suspends payment for all or part of the project as provided herein, the contractor waives any and all right to bring any claim for damages as a result of the suspension or delayed payment.

In the event the Engineer determines that there are inadequate or insufficient road funds available for the payment of Engineer's estimates for work on the project as they come due, the Engineer may at his discretion, by written notice 10 days in advance, terminate all or part of the contract. The Cabinet will remain obligated to pay, as soon as funds are available, all actual items of work performed prior to the contractor's receipt of the notice termination. The contractor shall be entitled to reasonable close out costs attendant to termination of the contract under this provision, but in no event shall the contractor be entitled to more than 10% of the total contract price.

The contractor agrees to all terms and conditions stated above in the event there are inadequate or insufficient funds available under the contract for payment, and contractor further expressly waives any right to assert a claim or bring any form of action against the Cabinet under the contract or pursuant to Kentucky law or regulation, including but not limited to KRS Chapter 45A or KRS Chapter 13B.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Transportation Cabinet from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from suspension or termination under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person under the contract.

In the event of any inconsistent provisions within this contract with respect to this section and any other section, the provisions of this section shall govern and control.

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the September 26, 2003 Letting)**

<b>SECTION:</b>	Complete Standard Specifications
<b>REVISION:</b>	Replace all references to "PCC Pavement" with "JPC Pavement"
<b>SUBSECTION:</b>	102.07.01 General.
<b>REVISION:</b>	Replace the first sentence with the following:  Submit the Bid Proposal on the forms furnished by the Department including the Highway Bid Program bid item sheets and disk created from the Department's internet web site.
<b>SUBSECTION:</b>	102.07.02 Computer Bidding.
<b>REVISION:</b>	Replace the subsection with the following:  Subsequent to ordering a Bid Proposal for a specific project, use the Department's Highway Bid Program on the internet web site of the Department of Highways, Division of Contract Procurement. Download the bid item quantities from the Department's web site to prepare a Bid Proposal for submission to the Department. Insert the completed bid item sheets printed from the Highway Bid Program into the Proposal and submit along with the disk created by said program. In case of a dispute, the Bid Proposal and bid item sheets created by the Highway Bid Program take precedence over any bid submittal. Furthermore the Department takes no responsibility for loss, damage of disks or the compatibility with the bidder's computer equipment or software.
<b>SUBSECTION:</b>	102.08 IRREGULAR BID PROPOSALS.
<b>REVISION:</b>	Add the following to the first set of items:  4) Fails to submit a disk created from the Highway Bid Program
<b>SUBSECTION:</b>	102.08 IRREGULAR BID PROPOSALS.
<b>REVISION:</b>	Replace 1) of the second set of items with the following:  1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Highway Bid Program , or when the form is altered or any part is detached.
<b>SUBSECTION:</b>	103.05 REQUIREMENT OF CONTRACT BOND.
<b>REVISION:</b>	Replace the first sentence of the first paragraph with the following:  To be acceptable to the Department, the surety must have a minimum A. M. Best rating of an "A-", be listed on the U.S. Treasury Listing of approved sureties for an amount equal to or greater than the amount of the bond and be an admitted carrier in the Commonwealth of Kentucky.  Replace the last sentence of the first paragraph with the following:  If at any time during the performance of the Contract the surety company falls below the minimum acceptable requirements, the Contractor shall file a new bond in an amount established by the Commissioner, or his designee, within 14 calendar days of such failure to meet the minimum requirements.  Add the following to the end of the subsection:  The Department reserves the right to copy the surety on all of its communications with the Contractor concerning the Contractor's performance, or performance deficiencies, on the project and further reserves the right to communicate directly with the surety to inform them of the Contractor's performance, or performance deficiencies, on the bonded project.
<b>SUBSECTION:</b>	108.02 PRECONSTRUCTION CONFERENCE.
<b>REVISION:</b>	Add the following to the first paragraph:  Include a plan for updating the schedule. As a minimum, the schedule must be updated whenever a situation arises or event occurs that significantly affects the progress of the work or when the Engineer directs.

**Supplemental Specifications to The Standard Specifications  
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<b>SUBSECTION:</b>	109.04.02 Cost-Plus Work.
<b>PART:</b>	C) Equipment and Tools.
<b>REVISION:</b>	Replace with the second, third, and fourth paragraphs with the following:  For any machinery or special equipment that the Engineer has authorized for use and the Contractor has used, the Department will pay the rental rate stated on the rental company invoice for the actual agreed time and rate that such equipment is required on the work and will add an amount equal to 15 percent of the rental sum as full compensation for fuel, lubricants, and filters. The Department will pay for equipment that the Contractor is already using on the project, and which is not obtained specifically for the cost-plus work based on an hourly rate. The Department will determine the hourly rate by taking the Blue Book monthly rental rate, adjusted for age and geographic region, dividing it by 176 and adding the Blue Book estimated operational cost. The Department will pay rental rates for equipment required to be on standby at one half the normal rate, excluding operational cost, and pay for standby time for a maximum of 8 hours per day and 40 hours per week.
<b>SUBSECTION:</b>	109.04.02 Cost-Plus Work.
<b>PART:</b>	F) Overhead.
<b>REVISION:</b>	Add the following new part:  F) Overhead. The Department will pay for overhead cost associated with administering the work, not to exceed 5 percent, when the work is done by a Subcontractor.
<b>SUBSECTION:</b>	112.02 MATERIALS AND EQUIPMENT.
<b>REVISION:</b>	Add the following:  Provide certification that all Work Zone Category I and II Devices are compliant with NCHRP 350.
<b>SUBSECTION:</b>	112.02.05 Temporary Pavement Markings.
<b>PART:</b>	C) Temporary Striping.
<b>NUMBER:</b>	2) Paint.
<b>REVISION:</b>	Replace with the following:  2) Paint. Conform to Section 842
<b>SUBSECTION:</b>	112.02.05 Temporary Pavement Markings.
<b>PART:</b>	C) Temporary Striping.
<b>NUMBER:</b>	3) Drop on Beads.
<b>REVISION:</b>	Replace with the following:  3) Drop on Beads. Conform to Section 839
<b>SUBSECTION:</b>	112.02.11 Truck Mounted Attenuator (TMA).
<b>REVISION:</b>	Replace with the following:  112.02.11 Truck Mounted Attenuator (TMA). Use only NCHRP 350 TL-3 compliant devices.
<b>SUBSECTION:</b>	112.03.01 General Traffic Control.
<b>PART:</b>	G) Signs.
<b>REVISION:</b>	Replace the first sentence with the following:  Completely cover all lettering and symbols on existing, permanent, and temporary signs which do not properly apply to the current traffic phasing, and maintain the covering until the signs are applicable or are removed.
<b>SUBSECTION:</b>	112.03.01 General Traffic Control.
<b>PART:</b>	J) TMAs.
<b>REVISION:</b>	Replace the first sentence with the following:  Mount the attenuator on a support vehicle that is in close conformity to the one it was tested with for NCHRP compliance.

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the September 26, 2003 Letting)**

<b>SUBSECTION:</b>	112.04.02 Signs.
<b>REVISION:</b>	Replace the subsection with the following:  112.04.02 Signs. The Department will measure the quantity in square feet. The Department will measure each individual sign the first time it is installed and each additional time that it is installed through post mounting. The Department will not measure sign maintenance or subsequent relocation of original signs by methods other than post mounting and will consider them incidental to this item of work. The Department will measure signs for payment when they are required by the MUTCD, Standard Drawings, TCP, the Contract, or the Engineer. Additional signs will be considered incidental to this item of work. The Department will measure replacement units for payment, only when the Engineer determines replacement is required resulting from normal deterioration of the signs due to environmental conditions.
<b>SUBSECTION:</b>	112.03.01 General Traffic Control.
<b>PART:</b>	1) Temporary Traffic Signals.
<b>REVISION:</b>	Replace the MUTCD reference "Section 4B" with "Chapter 4D"
<b>SECTION:</b>	201 STAKING. Delete the section and replace with the following:  201.01 DESCRIPTION. When listed as a bid item, furnish all personnel, equipment, stakes, and hubs necessary to construct the roadway and appurtenant structures to the grade and alignment specified in the Contract. When no bid item is listed, the Department will perform staking.  201.02 MATERIALS AND EQUIPMENT. Reserved.  201.03 CONSTRUCTION  201.03.01 Contractor Staking. Perform all necessary surveying under the general supervision of a Professional Engineer or licensed Land Surveyor. The Department's Engineer will perform the following:  1) Provide adequate referencing of control points to allow prompt re-establishment of the survey centerline, right of way, ramps, crossroads, and frontage roads during construction. 2) Set permanent or temporary bench marks as required. 3) Take any cross sections to verify the accuracy of the original ground information. 4) Take "check sections" to verify that construction is to grade and alignment as specified in the Contract.  The Contractor will perform the following:  1) Re-establish the centerline and set such additional points as may be necessary for construction of the project. Verify the accuracy of the horizontal and vertical control as established by the Department's Engineer before beginning construction. 2) Establish clearing lines so that the project may be cleared without violating the limits of the right of way. 3) Set slope stakes right and left of the survey centerline at 50-foot to 100-foot intervals to guide the contractor in constructing the cuts and fills. These stakes are generally set to shoulder grade for fills and ditch grade for cuts. The cut or fill information, slope, and distance from centerline should be on the front face of the stake; the station number should be on the back of the stake. This stake should be guarded with a lath that has the station number written on the side facing the centerline. 4) Grade Stakes (Bluetops). Fine grade control will be set to aid the Contractor in establishing the typical sub-grade section. When using conventional transit and chain methods this fine grade control will be established by setting hubs(referred to as blue tops) every 50 feet to the sub-grade section. These blue tops are set to the hundredth of a foot in elevation and are located left and right of pavement centerline, usually at the edge of metal. Bluetops will be set for the top of sub-grade and the top of aggregate base and/or drainage blanket material. Refer to Section 204.03.10 and Section 302.03.06 for construction tolerances of sub-grade and aggregate base or drainage blanket.

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revision  
continued

- 5) Stake all structures (bridges, culverts, pipe, and other appurtenances) so that they can be built to the proper line and grade as shown on the plans and to perform the function for which they were designed.

201.03.02 Department Staking. The Department's Engineer will set all stakes necessary for the construction of the roadway and appurtenant structures to the proper grade and alignment in accordance with the contract.

201.03.03 Electronic Surveying. The Department encourages the use of new and advanced technology in the construction of its roads and structures. However, the following restrictions apply:

- 1) Tolerances are unchanged. Refer to Section 204.03.10 and Section 302.03.06.
- 2) Sub-grade check sections are to be done every 500 feet in tangent sections and every 100 feet in curves using conventional survey methods to establish bluetops and to verify the correct operation of the electronic equipment.
- 3) The Contractor will submit his electronic data files to the Department's Engineer at the beginning of the project so that the Engineer can reference the data for verification of the field work.

201.04 MEASUREMENT.

201.04.01 Contractor Staking. When listed as a bid item, the Department will measure staking as lump sum. The Department will not measure surveying required to correct any errors or inaccuracies resulting from construction operations for payment.

201.04.02 Department Staking. The Department will not measure quantities for payment. When any stakes are disturbed due to unwarranted negligence of the Contractor, the Department will measure the work required to reset the stakes and deduct the cost from monies due the Contractor.

201.05 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	Pay Unit
2726	Staking	Lump Sum

The Department will consider payment as full compensation for all work required under this section.

**SUBSECTION:** 204.03.08 Disposal of Wasted Materials.

**REVISION:** Add the following to the end of the second paragraph:

The Department will pay for the geotechnical investigation and analysis of the proposed waste area when one is requested by the Engineer. Ensure all work is performed by a pre-qualified geotechnical consultant and according to the Department's Geotechnical Manual.

**SUBSECTION:** 206.03.02 Embankment.

**PART:** C) Embankment of Rock/Shale/Soil Combination.

**REVISION:** Replace the first sentence with the following:

Construct in lifts not exceeding one foot in thickness; however, when the thickness of the rock exceeds one foot, the Department may allow the thickness of the embankment lifts to increase, as necessary, due to the nature of the material, up to 2 feet. Apply a sufficient amount of water to induce slaking when mixtures contain 50 percent or more non-durable shale.

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<b>SUBSECTION:</b>	206.03.02 Embankment.
<b>PART:</b>	D) Embankments Principally of Non-Durable Shale (SDI less than 95 according to KM 64-513).
<b>REVISION:</b>	Replace the fourth and fifth sentences with following:  Uniformly incorporate the water throughout the lift using a multiple gang disk with a minimum disk diameter of 2 feet or other suitable equipment the Engineer approves. Compact with 30-ton static tamping foot rollers in conjunction with vibratory tamping foot rollers that produce a minimum compactive effort of 27 tons and direct hauling equipment over the full width of the lift to aid in compaction. When questions arise regarding the durability of shale, use KM 64-514 to estimate the durability of the material in the field.
<b>SUBSECTION:</b>	206.04.01 Embankment-in-Place.
<b>REVISION:</b>	Add the following:  The Department may make adjustments to embankment-in-place projects when there is actually unanticipated waste on the project. Waste generated by the project phasing will not be considered for adjustment. The Department will make an adjustment for the actual costs incurred by the Contractor.
<b>SUBSECTION:</b>	208.03.03 Application of Chemical.
<b>PART:</b>	B) Lime.
<b>NUMBER:</b>	3)
<b>REVISION:</b>	Replace the second sentence with the following:  Use only when saturated soil conditions exist and the slurry method would worsen the situation or when weather conditions prohibit the use of slurry.
<b>SUBSECTION:</b>	208.03.06 Curing and Protection.
<b>REVISION:</b>	Replace the first sentence of the fourth paragraph with the following:  Do not allow any traffic or equipment on the finished surface until 7 days above 40 °F curing is completed or the roadbed cores achieve a minimum strength requirement of 75 psi.
<b>SUBSECTION:</b>	208.04.02 Lime.
<b>REVISION:</b>	Add the following to the end of the second paragraph:  When hydrate or quicklime is furnished for dry application, the Department will measure the actual quantity applied to the roadbed.
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	A) Seed Mixtures for Permanent Seeding.
<b>REVISION:</b>	Replace with the following:  A) Seed Mixture for Permanent Seeding. Use seed Mixture No. I, No. III, or as the Contract specifies.  Mixture No. I:  75% Kentucky 31 Fescue ( <i>Festuca arundinacea</i> ) 10% Red Top ( <i>Agrostis alba</i> ) 5% White Dutch Clover ( <i>Trifolium repens</i> ) 10% Rygrass, perennial ( <i>Lolium perenne</i> )  Mixture No. III:  30% Kentucky 31 Fescue ( <i>Festuca arundinacea</i> ) 15% Red Top ( <i>Agrostis alba</i> ) 15% Partridge Pea ( <i>Cassia fasciculata</i> ) 20% Sericea Lespedeza 10% Sweet Clover – Yellow ( <i>Melilotus officinalis</i> ) 10% Rygrass, perennial ( <i>Lolium perenne</i> )



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<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	B) Procedures for Permanent Seeding.
<b>REVISION:</b>	Add the following after the third sentence:  Remove all rock and dirt clods over 4 inches in diameter from the surface of the seedbed.
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	C) Crown Vetch.
<b>REVISION:</b>	Replace the first sentence with the following:  Sow crown vetch seed on all areas having a slope 3:1 or steeper and consisting of soil or mixtures of broken rock and soil.
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	E) Erosion Control Blanket.
<b>REVISION:</b>	Replace the first sentence with the following:  Install erosion control blankets in ditches, except those to be paved or rock lined, to a flow depth of 1.5 feet.
<b>SUBSECTION:</b>	213.03.02 Progress Requirements.
<b>REVISION:</b>	Replace the word "may" with "will" in the second sentence of the third paragraph.
<b>SUBSECTION:</b>	213.03.02 Progress Requirements.
<b>REVISION:</b>	Replace the third sentence of the third paragraph with the following:  Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of the work are not coordinated in an acceptable manner within 5 days after written notification.
<b>SUBSECTION:</b>	213.03.03 Inspection and Maintenance.
<b>REVISION:</b>	Replace the first sentence of the first paragraph with the following:  Investigate all erosion control devices weekly and after each 0.1-inch rainfall event.  Replace the first sentence of the second paragraph with the following:  The Engineer will monitor the in-place erosion control for the project once every 7 calendar days and within 24 hours following a 0.1-inch or greater rainfall.
<b>SUBSECTION:</b>	214.04 MEASUREMENT.
<b>REVISION:</b>	Replace the second sentence with the following:  The Department will not measure fabric when the Contract indicates the fabric is incidental to the work or when the specification for another item requires incidental installation of geotextile fabric.
<b>SUBSECTION:</b>	302.02 MATERIALS.
<b>REVISION:</b>	Add the following:  302.02.03 Mixer. Equip the mixer with a water flow system with a positive cut-off control that will stop the flow of water simultaneously with any stoppage in the flow of aggregate and with valves or other devices that can be easily reset when a change in the rate of flow is desired.
<b>SUBSECTION:</b>	401.02.01 All Asphalt Mixing Plants.
<b>PART:</b>	A)
<b>REVISION:</b>	Replace the first sentence of the second paragraph with the following:  Provide a laboratory inspected and qualified according to the Department's Quality Assurance Program for Materials Testing and Acceptance and conforming to the following minimum requirements:

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<b>SUBSECTION:</b>	401.02.01 All Asphalt Mixing Plants.
<b>PART:</b>	A)
<b>REVISION:</b>	Replace the fourth paragraph with the following:  In addition to the equipment required to perform testing according to the AASHTO standards and Kentucky Methods (KM), equip each laboratory with the following minimum furnishings and equipment, conforming to the applicable specifications, as required for the type of construction specified in the Contract:  1) one workbench, at least 2.5 feet wide by 6 feet long; 2) one desk or table and 2 chairs; 3) a fire extinguisher located near the door; and 4) a first aid kit.
<b>SUBSECTION:</b>	401.02.01 All Asphalt Mixing Plants.
<b>PART:</b>	Between Items "H" and "I"
<b>REVISION:</b>	Insert the following new item:  Recordation. Provide an automatic graphic or digital record of the production quantities according to AASHTO M156.
<b>SUBSECTION:</b>	401.02.01 All Asphalt Mixing Plants.
<b>PART:</b>	I) Thermometers.
<b>REVISION:</b>	Delete the third paragraph.
<b>SUBSECTION:</b>	401.02.04 Special Requirements for Continuous Plants.
<b>PART:</b>	B) Weight Calibration of Asphalt Binder and Aggregate Feed.
<b>REVISION:</b>	Add the following new paragraph:  When equipped with aggregate weighing devices (belt scales), calibrate each cold feeder, along with the aggregate weighing devices, according to Subsection 401.02.05 A) and B).
<b>SUBSECTION:</b>	402.03.01 Responsibilities.
<b>PART:</b>	B) Setup.
<b>REVISION:</b>	Replace (MSG) with ( $G_{mm}$ )
<b>SUBSECTION:</b>	402.03.01 Responsibilities.
<b>REVISION:</b>	Add the following:  C) Process Control. After the setup period, perform the process control operations of KM 64-426.
<b>SUBSECTION:</b>	402.03.02 Acceptance.
<b>PART:</b>	A) General.
<b>REVISION:</b>	Add the following:  Document and report all acceptance tests on the Asphalt Mixtures Acceptance Workbook (AMAW). Submit the completed AMAW for each lot to the Department within 5 working days after the completion of the lot.
<b>SUBSECTION:</b>	402.03.02 Acceptance.
<b>PART:</b>	C) Setup.
<b>REVISION:</b>	Add the following after the second sentence:  For mixtures with a total-project quantity between 500 and 1,000 tons, perform a minimum of one process control test for AC, AV, and VMA, and report the results to the Engineer.  Add the following after the seventh sentence:  Ensure the adjusted AC remains above the minimums specified in Subsection 403.03.03 C) 2).

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<b>SUBSECTION:</b>	402.03.03 Verification.
<b>REVISION:</b>	Replace the first two sentences with the following:  For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA for each lot according to the corresponding procedures as given in Subsection 402.03.02. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405.
<b>SUBSECTION:</b>	402.05.02 Asphalt Mixtures and Mixtures with RAP.
<b>PART:</b>	D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.
<b>REVISION:</b>	Replace with the following:  The Department will pay as mainline mixture but use a 1.00 pay value for all properties.
<b>SUBSECTION:</b>	402.05.01 Specialty Mixtures.
<b>REVISION:</b>	Add "asphalt mixtures for temporary applications" to the list of defined specialty mixtures.
<b>SUBSECTION:</b>	403.02.05 Release Agent.
<b>REVISION:</b>	Replace with the following:  Provide materials conforming to KM 64-422.
<b>SUBSECTION:</b>	403.02.06 Transport Equipment.
<b>REVISION:</b>	Add the following after the first sentence:  Do not load trucks that are contaminated with an unapproved release agent. When such contamination is identified after loading, reject the load. In either case, remove the truck and respective driver from the project for the duration of the project.
<b>SUBSECTION:</b>	403.02.09 Small Tools and Portable Equipment.
<b>REVISION:</b>	Add the following at the end of the first paragraph:  Do not use an unapproved release agent on any small tools or equipment incidental to the paving operation.
<b>SUBSECTION:</b>	403.03.01 Seasonal and Weather Limitations.
<b>REVISION:</b>	Replace "November 15" with "November 30" throughout the Subsection.
<b>SUBSECTION:</b>	403.03.02 Preparation of Base.
<b>REVISION:</b>	Replace the first sentence of the eighth paragraph with the following:  Remove existing Type V markers. Fill the recess and any additional damaged area with compacted asphalt mixture within 24 hours of removal.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	A) Mixture Composition.
<b>REVISION:</b>	Replace Part A) with the following:  A) Mixture Composition. Provide the appropriate mixture composition for the specified asphalt mixture, or substitute a higher aggregate type. When substituting a mixture of a higher ESAL class, provide a mixture of no more than one ESAL class higher than the specified asphalt mixture. Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture. Unless the Engineer authorizes otherwise in writing, use the same type and source of ingredient aggregates and asphalt binder throughout the entire project for each type of mixture. For asphalt surface courses containing 100 percent polish-resistant coarse aggregate, limit the portion of non-polish-resistant fine aggregate retained on a No. 4 sieve to 5 percent of the total combined aggregates. When using a porous aggregate, increase the asphalt binder content (AC) as needed for asphalt binder absorption by the aggregate. The following aggregate requirements are listed in order of the highest, Type A, to the lowest, Type D:

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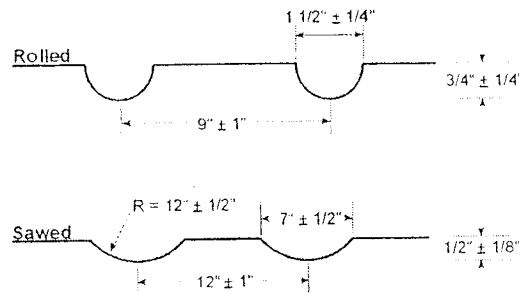
revision continued	<p>1) Type A. Provide 100 percent of the coarse aggregate Class A sources. Ensure that 20 percent of the total combined aggregate is Class A polish-resistant fine aggregate.</p> <p>2) Type B. Select either of the 2 following options:</p> <p>a) Provide 100 percent of the coarse aggregate from Class B sources.</p> <p>b) Provide a combined aggregate, retained on the No. 4 sieve, that is a minimum of 50 percent from any Class A polish-resistant aggregate source except those identified as "Not Permitted as the polish-resistant portion of Class B blends." Submit all Class B blends to the Department for review.</p> <p>For Option a) or b) above, ensure one of the following:</p> <ul style="list-style-type: none"> <li>• 20 percent or more of the total combined aggregate is Class A polish resistant fine aggregate.</li> <li>• 30 percent or more of the total combined aggregate is Class B polish resistant fine aggregate.</li> <li>• 30 percent or more of the total combined aggregate is a combination of Class A and Class B polish resistant fine aggregate.</li> </ul> <p>3) Type C. Ensure that 40 percent or more of the total combined aggregate is polish-resistant; Class A coarse, fine, or combination.</p> <p>4) Type D. No restriction on aggregate type.</p>
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	B) Moisture Content of Mix
<b>REVISION:</b>	Replace the third sentence with the following:
	When moisture contents are 0.10 percent or greater, adjust the AC determination made on plant-produced mixture to reflect the actual AC as KM 64-434 directs.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	C) Mix Design Criteria.
<b>REVISION:</b>	Replace the first sentence with the following:
	Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture type the Contract specifies.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	C) Mix Design Criteria.
<b>NUMBER:</b>	1)
<b>REVISION:</b>	Replace the first sentence with the following:
	Submit a preliminary mix design, completed using a Superpave gyratory compactor (SGC) conforming to AASHTO PP 35.
	Add the following after the second sentence:
	The Department will require a dust-to-binder range of 0.8 to 1.6.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	C) Mix Design Criteria.
<b>NUMBER:</b>	2) Selection of Optimum AC.
<b>REVISION:</b>	Add the following:
	Ensure the optimum AC is a minimum of 5.0 percent by weight of the total mixture for all 0.5-inch nominal surface mixtures and 5.3 percent by weight of the total mixture for all 0.38-inch nominal surface mixtures.
<b>SUBSECTION:</b>	403.03.06 Thickness Tolerance.
<b>TABLE:</b>	Nominal Maximum Size of Mixture vs. Thickness Range
<b>REVISION:</b>	Delete

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**SUBSECTION:** 403.03.08 Rumble Strips.  
**REVISION:** Replace with the following:

- A) Interstates and Parkways. Construct sawed rumble strips on all mainline and ramp shoulders to the dimensions shown below.
- B) Other Roads. When using a surface mixture instead of Asphalt Mixture for Pavement Wedge, or when the Engineer deems it appropriate to pave the driving lanes and the adjacent shoulder monolithically, provide rolled rumble strips. Construct strips on all main line shoulders to the dimensions shown below. When furnishing Asphalt Mixture for Pavement Wedge, binder, or a base mixture for shoulders, the Department will not require rumble strips.
- Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled-in rumble strips by sawing.
- On shoulders less than 3 feet, shorten the length and distance of the strips as the Engineer directs.
- If preferred, construct the rumble strips by sawing as specified for Interstates and Parkways.

**RUMBLE STRIP DIMENSIONS**



Distance from the edge of the mainline pavement to the end of the strip: 1 foot  
Length of strips: Rolled 2 feet, Sawed 16 inches

**SUBSECTION:** 403.03.09 Leveling and Wedging, and Scratch Course.  
**PART:** A) Leveling and Wedging.  
**REVISION:** Replace the first sentence with the following:

Conform to the gradation requirements (control points) for base, binder, or surface as applicable.

**SUBSECTION:** 403.03.09 Leveling and Wedging, and Scratch Course.  
**PART:** B) Scratch Course.  
**REVISION:** Replace the second sentence with the following:

Conform to the gradation requirements (control points) for base, binder, or surface as the Engineer directs.

**SUBSECTION:** 403.04.03 Asphalt Mixtures.  
**REVISION:** Add the following:

The Department will not measure rumble strips for payment and will consider them incidental to this bid item.

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**SECTION:** 404 OPEN-GRADED FRICTION COURSE  
**TABLE:** LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES  
**REVISION:** Replace the table with the following table:

LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES (TEST DEVIATION FROM JMF)		
	Pay Value	Deviation From JMF (%)
Asphalt Binder Content	1.00	0.0-0.5
	0.98	0.6
	0.95	---
	0.90	0.7
	0.85	0.8
	0.75	≥ 0.9
1 1/2 inch Sieve	1.00	0-13
	0.98	14
	0.95	15-16
	0.90	17-20
	0.85	21-23
	0.75	≥ 24
1 inch, 3/4 inch, and 1/2 inch Sieves	1.00	0-9
	0.98	10
	0.95	11-12
	0.90	13-14
	0.85	15-16
	0.75	≥ 17
3/8 inch, No. 4, No. 8, No. 16, and No. 30 Sieves	1.00	0-8
	0.98	9
	0.95	10
	0.90	11-12
	0.85	13-14
	0.75	≥ 15
No. 50 Sieve	1.00	0-6
	0.98	7
	0.95	8
	0.90	9
	0.85	10
	0.75	≥ 11
No. 100 Sieve	1.00	0-3
	0.98	---
	0.95	4
	0.90	5
	0.85	---
	0.75	≥ 6
No. 200 Sieve	1.00	0.0-2.0
	0.98	2.5
	0.95	3.0
	0.90	---
	0.85	3.5
	0.75	≥ 4.0
Fineness Modulus	1.00	0.0-0.30
	0.98	0.31-0.34
	0.95	0.35-0.39
	0.90	0.40-0.46
	0.85	0.47-0.55
	0.75	≥ 0.56

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<b>SUBSECTION:</b>	406.02.01 Tack Coat.																					
<b>REVISION:</b>	Replace with the following:  Furnish any of the following asphalt materials conforming to 806: SS-1, SS-1h, or RS-1.																					
<b>SUBSECTION:</b>	406.02.03 Curing Seal.																					
<b>REVISION:</b>	Replace with the following:  Furnish any of the following asphalt materials conforming to 806: RS-1, RS-2, SS-1, SS-1h, or Primer L.																					
<b>SUBSECTION:</b>	406.03.03 Application.																					
<b>REVISION:</b>	Replace the temperature table with the following:  <table><tr><td>Primer L</td><td>60-120 °F</td></tr><tr><td>SS-1, SS-1h</td><td>70-160 °F</td></tr><tr><td>RS-1, RS-2</td><td>70-140 °F</td></tr></table>	Primer L	60-120 °F	SS-1, SS-1h	70-160 °F	RS-1, RS-2	70-140 °F															
Primer L	60-120 °F																					
SS-1, SS-1h	70-160 °F																					
RS-1, RS-2	70-140 °F																					
<b>SUBSECTION:</b>	406.03.03 Application.																					
<b>PART:</b>	B) Asphalt Tack Coat.																					
<b>REVISION:</b>	Replace the second paragraph with the following:  When furnishing RS-1 for tack, apply it undiluted.  Replace the first sentence of the third paragraph with the following:  When furnishing SS-1 or SS-1h for tack, the Department will allow diluted or undiluted application provided uniform and complete coverage is achieved.																					
<b>SUBSECTION:</b>	407.02.02 Aggregate.																					
<b>REVISION:</b>	Change Sieve Size No. 30 to read Sieve Size No. 50.																					
<b>SUBSECTION:</b>	408.04.02 Mobilization for Asphalt Pavement Milling and Texturing.																					
<b>REVISION:</b>	Add the following:  For group contracts, the Department will measure the quantity for each project (subsection) that has a bid item for Mobilization for Asphalt Pavement Milling and Texturing.																					
<b>SUBSECTION:</b>	409.02 MATERIALS AND EQUIPMENT.																					
<b>REVISION:</b>	Replace "KM 64-427" with the following:  the guidelines in Subsection 409.03.02																					
<b>SUBSECTION:</b>	409.03.01 Restrictions.																					
<b>REVISION:</b>	Add the following sentence:  When the mixture's bid item specifies PG 76-22, limit RAP content to 20 percent or less.																					
<b>SUBSECTION:</b>	409.03.02 Preparation of Mixture.																					
<b>PART:</b>	A) Mix Requirements.																					
<b>REVISION:</b>	Void the Revision and replace with the following:  Conform to the Contract requirements for each mixture produced using RAP. If mixtures produced using RAP do not conform to the requirements for that mixture, complete the project using all virgin materials at no additional expense to the Department. Conform to the following table to select the appropriate grade of virgin asphalt binder to blend with the RAP:																					
<table><tr><th rowspan="2">Mixture's Bid Item</th><th colspan="3">Appropriate Virgin Asphalt Binder</th></tr><tr><th>0-20% RAP</th><th>21-30% RAP</th><th>&gt;30% RAP</th></tr><tr><td>PG 76-22</td><td>PG 76-22</td><td>-</td><td>-</td></tr><tr><td>PG 70-22</td><td>PG 70-22</td><td>PG 64-22</td><td>*</td></tr><tr><td>PG 64-22</td><td>PG 64-22</td><td>PG 64-22</td><td>*</td></tr></table>				Mixture's Bid Item	Appropriate Virgin Asphalt Binder			0-20% RAP	21-30% RAP	>30% RAP	PG 76-22	PG 76-22	-	-	PG 70-22	PG 70-22	PG 64-22	*	PG 64-22	PG 64-22	PG 64-22	*
Mixture's Bid Item	Appropriate Virgin Asphalt Binder																					
	0-20% RAP	21-30% RAP	>30% RAP																			
PG 76-22	PG 76-22	-	-																			
PG 70-22	PG 70-22	PG 64-22	*																			
PG 64-22	PG 64-22	PG 64-22	*																			
* Select according to KM 64-427																						

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<b>SUBSECTION:</b>	410.05 PAYMENT.
<b>REVISION:</b>	Replace the RIDE QUALITY ADJUSTMENT SCHEDULE with the following 2 schedules:
<b>RIDE QUALITY ADJUSTMENT SCHEDULE FOR ROADS POSTED GREATER THAN 45 MPH</b>	
<b>IRI</b>	<b>Pay Value<sup>(1)</sup></b>
36 or lower	+0.15
37 to 46	= 0.015 x (47 - IRI)
47 to 66	0.00
67 to 76	= 0.015 x (67 - IRI)
77 or higher	Corrective work or replacement required
<b>RIDE QUALITY ADJUSTMENT SCHEDULE FOR ROADS POSTED 45 MPH OR LESS</b>	
<b>Rideability Index</b>	<b>Pay Value<sup>(1)</sup></b>
36 or lower	+0.15
37 to 46	= 0.015 x (47 - IRI)
47 to 85	0.00
86 or higher	Corrective work or replacement required
<i><sup>(1)</sup> The Department will not apply a positive pay value for corrective work other than removal and replacement to achieve the IRI</i>	
<b>SUBSECTION:</b>	501.03.13 Finishing.
<b>PART:</b>	H) Texturing.
<b>REVISION:</b>	Replace the third paragraph with the following:
	Form transverse grooves in the concrete with a width between 0.09 inch and 0.13 inch and a depth between 0.12 inch and 0.19 inch. Space the grooves at random intervals between 0.4 inch to 1.5 inches with no more than 50 percent of the spacing being one inch or greater.
<b>SUBSECTION:</b>	502.03 CONSTRUCTION.
<b>PART:</b>	D) Strength Testing and Opening to Traffic.
<b>NUMBER:</b>	1) Cylinders.
<b>REVISION:</b>	Replace the first sentence with the following:
	The Department will cast, cure, and test 3 sets from each 150 cubic yards of concrete.
<b>SUBSECTION:</b>	503.03.09 Ride Quality.
<b>REVISION:</b>	Replace item 4) with the following:
	Achieve an IRI of 63 or less for each traffic lane with no individual one-mile section having an IRI of greater than 76.
<b>SUBSECTION:</b>	506.03.01 Header Curb, Valley Gutter, and Curb and Gutter (Combination).
<b>REVISION:</b>	In the second sentence of the third paragraph replace the Subsection reference 601.03.12 with 501.02.10.
	In the second sentence of the sixth paragraph replace the Subsection reference 601.03.16 with 501.03.17 D).
<b>SUBSECTION:</b>	508.03.03 Precast Construction.
<b>REVISION:</b>	Replace "Subsection 605.03" in the first sentence with Section 605.
<b>SUBSECTION:</b>	509.03 CONSTRUCTION.
<b>REVISION:</b>	Replace "Subsection 605.03" in the first sentence with Section 605.
<b>SUBSECTION:</b>	601.02.13 Forms.
<b>PART:</b>	F) Stay-In-Place Metal Forms.
<b>NUMBER:</b>	1) Forms and Supports.
<b>REVISION:</b>	Replace ASTM A 446 with ASTM A 653.
	Replace ASTM A 525 with ASTM A 924.



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<b>SUBSECTION:</b>	601.03.03 Proportioning and Requirements.
<b>PART:</b>	A) Concrete.
<b>TABLE:</b>	INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE
<b>REVISION:</b>	Add the following foot note to AA Slump:  <i>The Department may allow the slump of AA concrete to be increased up to a 6 inch maximum, provided the w/c ratio does not exceed 0.40 and a high range water reducer (Type F or G) is used. Trial Batches will be required if producer has not previously supplied.</i>
<b>SUBSECTION:</b>	601.03.03 Proportioning and Requirements.
<b>PART:</b>	A) Concrete.
<b>TABLE:</b>	INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE
<b>REVISION:</b>	Replace note 11 with the following:  <i>Compressive Strength Testing, Opening to Traffic and Acceptance Requirements for Class M1 and Class M2. Test one set of cylinders at <math>24 \pm 0.5</math> hours from the time of molding, and allow the resulting average strength to dictate one of the following actions:</i>  <i>(a) If the average compressive strength is 3,500 psi or above, open to traffic, and test the remaining set of cylinders at an age of 7 days or 28 days.</i> <i>(b) If the average compressive strength is between 3,000 and 3,500 psi, open to traffic, and test the remaining set of cylinders at <math>48 \pm</math> one hour.</i> <i>(c) If the average compressive strength is less than 3,000 psi, protect the item as directed or approved. Test the remaining set of cylinders at <math>48 \pm</math> one hour.</i> <i>If the average strength of the cylinders tested at <math>48 \pm</math> one hour is 3,500 psi or above, the Engineer will consider the concrete acceptable. If the average strength is below 3,500 psi, take 2 cores from the concrete and test at an age of 7 days. If the average strength of the cores tested at 7 days is 4,000 psi, the Engineer will consider the concrete acceptable.</i> <i>When 2 consecutive first sets of cylinders or when 2 first sets out of any 4 first sets of cylinders do not reach 3,500 psi, compressive strength, the Engineer will suspend the work. Resume work when the Engineer approves the adjusted mix design.</i> <i>Cast 2 sets of cylinders from the concrete used for each placement.</i> <i>Cast the cylinders after tests verify that the concrete conforms to slump and air content requirements. Make and cure the cylinders according to the procedures outlined in KM 64-305. Department personnel will test the mixture and cast cylinders.</i>
<b>SUBSECTION:</b>	601.03.03 Proportioning and Requirements.
<b>PART:</b>	C) Mixtures Using Type IP, IS and I(SM) Cement or Mineral Admixtures.
<b>NUMBER:</b>	2) Mineral Admixtures.
<b>REVISION:</b>	Add the following after the first sentence:  <i>Reduction of the total cement content by a combination of any mineral admixtures will be allowed, up to a maximum of 30 percent.</i>
<b>SUBSECTION:</b>	601.03.03 Proportioning and Requirements.
<b>PART:</b>	C) Mixtures Using Type IP Cement or Mineral Admixtures.
<b>NUMBER:</b>	2) Mineral Admixtures.
<b>LETTER:</b>	b) Ground Granulated Blast Furnace Slag (GGBF Slag).
<b>REVISION:</b>	Replace the first sentence with the following:  <i>When added as a separate ingredient, use Grade 120 GGBF or 100 GGBF slag to reduce the quantity of cement, except do not use GGBF slag to reduce the quantity of Type IS or I(SM) cement.</i>
<b>SUBSECTION:</b>	601.03.04 Classes and Primary Uses.
<b>PART:</b>	P) Non-Shrink Grout.
<b>REVISION:</b>	Replace with the following:  <i>Bonding and sealing for post-tensioning, tie-back rods and bolts, and box beams.</i>

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<b>SUBSECTION:</b>	601.03.09 Placing Concrete.
<b>PART:</b>	A) General.
<b>REVISION:</b>	Add the following to the fifth paragraph:  When pumping, equip the delivery pipe with a nozzle, having 2 right angles, at the discharge end.
<b>SUBSECTION:</b>	601.03.09 Placing Concrete.
<b>PART:</b>	D) Weather Limitations.
<b>REVISION:</b>	Replace the first sentence of the second paragraph with the following:  Maintain the temperature of the mixture at or below 90 °F during placement. Unless the Engineer determines that safety concerns or other considerations prohibit a shutdown, cease concrete production when the mixture exceeds 90 °F until adequate methods are in place to reduce or maintain the mixture temperature.
<b>SUBSECTION:</b>	601.03.15 Opening to Traffic.
<b>TABLE:</b>	Required Time in Calendar Days Before Applying Significant Loads on Concrete Structures
<b>REVISION:</b>	Change the title of the seventh item to the following:  Caps on Concrete Pile Bents, Open Column Abutments, and Piers
<b>SUBSECTION:</b>	606.02.09 Structural Steel.
<b>REVISION:</b>	Replace the subsection reference of "811" with "812"
<b>SUBSECTION:</b>	606.02 MATERIALS AND EQUIPMENT.
<b>REVISION:</b>	Add the following subsection:  606.02.11 Coarse Aggregate. Conform to Section 805, size 9-M.
<b>SUBSECTION:</b>	607.03.05 Bolted Connections Using High-Strength Steel Bolts.
<b>PART:</b>	B) Direct Tension Indicators.
<b>REVISION:</b>	Replace the first two sentences of the third paragraph with the following:  Under normal conditions, install the tension indicator under the non-turned element of the fastening system. Obtain the Engineer's permission before installing tension indicators under the turned element. If the Engineer determines that it is necessary to install the tension indicator under the turned element, install additional hardened washers according to the manufacturer's instructions.  Add the following to the end of the fourth paragraph:  The fastener assembly may also need to be replaced.
<b>SUBSECTION:</b>	607.03.08 Planing and Finishing.
<b>PART:</b>	B) Flame Cutting.
<b>REVISION:</b>	Replace the first sentence of the second paragraph with the following:  Remove roughness exceeding these values and occasional notches or gouges no more than 3/16 inch deep, on otherwise satisfactory surfaces, by machining or grinding.

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<b>SUBSECTION:</b>	607.03.23 Cleaning and Painting.
<b>PART:</b>	D) Preparation for Field Coatings.
<b>REVISION:</b>	Replace the second and third paragraphs with the following:  <p>After erection, including all bolting and remedial work, prepare the shop applied zinc coating for field applied intermediate coating as follows. Remove all grease, oil or other lubricants from all surfaces to be painted including lubricant or residuals from the surfaces of all galvanized nuts, bolts and washers by solvent cleaning according to SSPC SP 1. When dry overspray from the shop applied zinc coating exists, remove by sanding. High pressure water wash all structural steel at 4,500 to 5,000 psi. using clean potable water. As needed, use a non-sudsing, bio-degradable detergent to remove all surface contaminants not removed by high pressure water washing. Rinse all areas where a detergent and/or solvent was applied by pressure washing with clean potable water. Blast clean all surfaces sustaining damage to the shop applied zinc coating to the pictorial standards described in subsection B. Apply a field coat of approved zinc rich coating to all areas not possessing an acceptable shop applied zinc coating. Completely remove all rust, scale and other foreign material before applying the intermediate coating.</p> <p>When application of the finish coat exceeds the recoat window of the intermediate coat, abrade the surface of the intermediate coat according to the coating manufacturer's recommendations before applying the finish coat.</p>
<b>SUBSECTION:</b>	607.03.23 Cleaning and Painting.
<b>PART:</b>	E) Application of Field Coatings.
<b>REVISION:</b>	Replace the second paragraph with the following:  <p>Apply paint only to clean and dry surfaces when the ambient air temperature is 40 °F or greater, the surface temperature of the steel members to be painted is at least 5 °F above the dew point, and the relative humidity is less than 90 percent. Do not apply paint to damp or frosted surfaces, nor during any period of rainfall.</p> <p>Replace the fifth paragraph with the following:</p> <p>Paint from the top of the structure toward the bottom, and proceed by sections, bays, or parts of the work, unless the Contract or Engineer directs otherwise.</p>
<b>SUBSECTION:</b>	611.02.01 Concrete.
<b>REVISION:</b>	Replace the first sentence with the following:  <p>Conform to ASTM C 1433.</p>
<b>SUBSECTION:</b>	611.03.01 Transportation and Handling.
<b>REVISION:</b>	Replace the first sentence with the following:  <p>Handle and store the precast units so that flexural stresses are not induced until the concrete age is 7 days or attains a compressive strength of 3,000 psi.</p>
<b>SUBSECTION:</b>	611.03.02 Precast Unit Construction.
<b>REVISION:</b>	Add the following:  <p>4) Contrary to ASTM C 1433 Section 10.3, assure the compressive strength of the cores tested are equal to or greater than the design strength.</p>
<b>SUBSECTION:</b>	611.03.07 Joints.
<b>PART:</b>	A) Rubber Gaskets.
<b>REVISION:</b>	Replace the title with the following:  <p>A) Butyl Rubber Sealant.</p>
<b>SUBSECTION:</b>	611.03.07 Joints.
<b>PART:</b>	B) Flexible Plastic Gaskets.
<b>REVISION:</b>	Replace the title with the following:  <p>B) Rubber Gaskets.</p>

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<b>SUBSECTION:</b>	613.05 PAYMENT.
<b>REVISION:</b>	Replace 8160 Structure Excavation with the following:  2203 Structure Excavation Unclassified
<b>SUBSECTION:</b>	614.02.01 Paint.
<b>REVISION:</b>	Add the following:  Furnish a paint system in which all coats are produced by the same manufacturer and use the same system throughout the entire project.
<b>SUBSECTION:</b>	614.03.06 Paint Application.
<b>REVISION:</b>	Replace the first sentence of the fourth paragraph with the following:  Paint from the top of the structure toward the bottom, and proceed by sections, bays, or parts of the work, unless the Contract or Engineer directs otherwise.
<b>SUBSECTION:</b>	701.02.03 Joint Materials.
<b>PART:</b>	D) Flexible Plastic Gaskets.
<b>REVISION:</b>	Replace with the following:  D) Butyl Rubber Sealants. Conform to Section 807.
<b>SUBSECTION:</b>	701.02.04 Bedding Materials.
<b>REVISION:</b>	Replace the first sentence with the following:  Use No. 8 aggregate, No. 9 aggregate, or a fine aggregate conforming to Subsection 804.08 for bedding material.
<b>SUBSECTION:</b>	701.02.04 Bedding Materials.
<b>TABLE:</b>	A1, A2, and A3 Characteristics
<b>REVISION:</b>	Under A3, replace "51 max" with "51 min"
<b>SUBSECTION:</b>	702.03.05 Joints.
<b>PART:</b>	A) Reinforced Concrete Pipe.
<b>NUMBER:</b>	2) Rubber Gaskets.
<b>REVISION:</b>	Replace with the following:  In addition to the requirements of Subsection 701.02, use a pipe section conforming to AASHTO M 315. Use the gasket manufacturer's recommended cement and lubricant. Snugly fit the rubber gasket in the beveled surface of the tongue and groove ends of the sections to form a flexible seal under all conditions of service.
<b>SUBSECTION:</b>	701.03.05 Joints.
<b>PART:</b>	B) Corrugated Metal Pipe.
<b>REVISION:</b>	Void the Revision and replace with the following:  Construct joints using a band with annular corrugations and a bolt, bar and strap connection. Use a minimum nominal band width of 12 inches for all pipe diameters 54 inches and smaller. Use a two-piece band with a minimum nominal width of 20 inches for all pipe diameters greater than 54 inches. Manufacture the band from the same base materials as the pipe. The pipe bands may be up to two gauges lighter than the pipe it is joining, with a minimum gauge thickness of 16. The Department may allow dimple band connections for field cut pipe. Install the connecting bands according to the manufacturer's written recommendations.
<b>SUBSECTION:</b>	703.02.09 Geotextile Fabric.
<b>REVISION:</b>	Replace Section reference 845 with 843.
<b>SUBSECTION:</b>	703.04.08 Geotextile Fabric.
<b>REVISION:</b>	Add the subsection:  703.04.08 Geotextile Fabric. The Department will measure the quantity according to Subsection 214.04.
<b>SUBSECTION:</b>	710.02 MATERIALS.
<b>REVISION:</b>	Add the following Subsection:  710.02.15 High Density Polyethylene (HDPE) Adjusting Rings. Conform to Section 846.

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<b>SUBSECTION:</b>	710.03.01 Newly Constructed Small Drainage Structures.
<b>PART:</b>	A) General.
<b>REVISION:</b>	Replace the last sentence of the sixth paragraph with the following:  Use precast concrete, precast concrete pipe sections, cast-in-place, brick, or HDPE adjusting rings for adjustment of existing manholes according to the Standard Specifications.
<b>SUBSECTION:</b>	710.03.01 Newly Constructed Small Drainage Structures.
<b>PART:</b>	B) Precast Structures Except Manholes.
<b>REVISION:</b>	Replace the first two sentences with the following:  Only furnish products manufactured by a precast producer listed in the Department's List of Approved Materials. If the producer does not have an approved drawing for the product, submit 5 copies of shop drawings to the Engineer for review and approval.
<b>SUBSECTION:</b>	710.03.03 Adjusted Small Drainage Structures.
<b>REVISION:</b>	Add the following sentence to the end of the first paragraph:  For HDPE adjusting rings, install and seal according to the manufacturer's recommendations.
<b>SUBSECTION:</b>	712.03.02 Type V Markers.
<b>REVISION:</b>	Replace the first sentence of the first paragraph with the following:  Install Type V Markers in slots cut into the pavement according to the manufacturer's recommendations.  Delete the last paragraph.
<b>SUBSECTION:</b>	713.02.02 Drop on Glass Beads.
<b>REVISION:</b>	Replace with the following:  Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
<b>SECTION:</b>	713 PERMANENT PAVEMENT STRIPING.
<b>REVISION:</b>	Add the following subsection:  713.03.06 Acceptance of Non-Specification Markings. If weather conditions allow, perform corrective work to bring striping retroreflectivity into conformance. If corrective work has been performed and the work meets all requirements except for minimum retroreflectivity, the Department may accept the work according to Subsection 105.04. When the Engineer determines that the markings may be left in place, the Department will accept them at a reduction in the Contract unit bid price according to the Acceptance Pay Schedule. Additionally, the Engineer may remove the striping crew for the remainder of the project according to Subsection 108.06 Part A).  The Engineer may also apply this section when corrective work cannot be performed due to weather.  Acceptance Pay Schedule – White 156 to 174 mcd/lux/square meter – 50% pay 138 to 155 mcd/lux/square meter – 25% pay 120 to 137 mcd/lux/square meter – 0% pay < 120 mcd/lux/square meter – unacceptable  Acceptance Pay Schedule – Yellow 126 to 149 mcd/lux/square meter – 50% pay 103 to 125 mcd/lux/square meter – 25% pay 80 to 102 mcd/lux/square meter – 0% pay < 80 mcd/lux/square meter – unacceptable

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<b>SUBSECTION:</b>	713.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the MUTCD references to "Part III" with "Part 3"
<b>SUBSECTION:</b>	714.02.03 Binder.
<b>REVISION:</b>	Replace the last sentence with the following:  Submit the material and method of application to the Engineer and obtain written approval from the Engineer and the manufacturer of the pavement marking material before applying.
<b>SUBSECTION:</b>	714.02.04 Drop on Glass Beads.
<b>REVISION:</b>	Replace with the following: Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
<b>SUBSECTION:</b>	714.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the MUTCD references to "Part III" with "Part 3" and figure references to "3-11 and 3-12" with "3B-8 and 3B-9"
<b>SUBSECTION:</b>	714.03.01 Layout.
<b>REVISION:</b>	Replace the MUTCD reference to "Part III" with "Part 3"
<b>SUBSECTION:</b>	714.03.03 Application.
<b>PART:</b>	A) Type I Tape.
<b>REVISION:</b>	Add the following:  When applied to concrete, cut the tape at all joints.
<b>SUBSECTION:</b>	714.03.04 Restrictions.
<b>REVISION:</b>	Replace the first paragraph with the following:  Do not apply the pavement marking material when air and pavement temperatures are below 50 °F.  Delete the third paragraph.
<b>SUBSECTION:</b>	714.03.06 Proving Period for Durable Markings.
<b>PART:</b>	A) Requirements.
<b>NUMBER:</b>	1) Type I Tape.
<b>REVISION:</b>	Add the following:  Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no sign of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.
<b>SUBSECTION:</b>	714.03.06 Proving Period for Durable Markings.
<b>PART:</b>	A) Requirements.
<b>NUMBER:</b>	2) Thermoplastic.
<b>REVISION:</b>	Replace the first sentence of the second paragraph with the following:  The minimum retroreflectivity requirements at the end of the proving period, as measured with a LTL 2000, LTL 2000Y, or Department approved 30M geometry mobile instrument are as follows:  Replace the first sentence of the third paragraph with the following:  The Department will take these measurements between 150 and 210 days after the start of the proving period, basing acceptance on KM 202 for LTL 2000 readings and KM 203 for mobile readings.
<b>SUBSECTION:</b>	714.05 PAYMENT.
<b>REVISION:</b>	Replace with the following:  The Department will make payment upon completion of the work. If after the proving period the markings do not meet minimum retroreflectivity requirements, the Department will adjust the payment or require corrective work according to the following:

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<b>SUBSECTION:</b>	717.02.04 Drop on Glass Beads.
<b>REVISION:</b>	Replace with the following: Use beads that will ensure the pavement marking material will meet retroreflectivity requirements. The Department will evaluate the beads as part of the marking system through retroreflectivity readings.
<b>SECTION:</b>	804.03 Concrete.
<b>REVISION:</b>	Replace the last sentence with the following:  The Department will waive the requirements for gradation, sand equivalent, and uncompacted voids for concrete pipe.
<b>SUBSECTION:</b>	804.04.04 Requirements for Combined Aggregates.
<b>PART:</b>	B) Sand Equivalent.
<b>REVISION:</b>	Replace the third paragraph with the following:  The Department may waive the sand equivalent requirement provided the portion of the combined aggregate passing the No. 40 sieve is non-plastic according to AASHTO T 90.
<b>SUBSECTION:</b>	804.04.04 Requirements for Combined Aggregates KM.
<b>TABLE:</b>	Superpave Fine Aggregate Consensus Property Requirements.
<b>REVISION:</b>	For ESAL Class 1, Replace both dashes with 40.
<b>SUBSECTION:</b>	805.03.01 Soundness and Shale.
<b>PART:</b>	AGGREGATE USE/Portland Cement Concrete Mixtures.
<b>REVISION:</b>	Replace the title use "Class AA, Class S and Bridge Deck Overlays" with "Aggregate for Bridge Decks, Bridge Deck Overlays, and Bridge Barrier Walls"
<b>SECTION:</b>	805 COARSE AGGREGATES.
<b>TABLE:</b>	Sizes of Coarse Aggregates.
<b>REVISION:</b>	Replace KM 64-420 in footnote (1) with KM 64-620.
<b>SECTION:</b>	805 COARSE AGGREGATES.
<b>TABLE:</b>	Aggregates Size Use.
<b>REVISION:</b>	For Cement Concrete Structures and Incidental Construction add 9-M for Overlays to the sizes to be used column.
<b>SUBSECTION:</b>	805.03.03 Gradation.
<b>REVISION:</b>	Replace the last sentence with the following:  The Department will allow blending of same source/same type aggregate to achieve designated sizes when precise procedures are used such as cold feeds, belts, weigh hoppers, or equivalent.
<b>SUBSECTION:</b>	805.03.04 Erodible or Unstable Material.
<b>REVISION:</b>	Add the subsection:  805.03.04 Erodible or Unstable Material. Treat as applicable. The Department considers Size No. 57 or larger aggregate, except crushed or uncrushed gravel, non-erodible. The Department considers the following materials to be erodible or unstable:  1) Friable sandstone. The Engineer determines when sandstone is friable or non-friable. 2) Crushed or uncrushed gravel, any size. 3) Crushed coarse aggregate smaller than Size No. 57. 4) Any material with 50 percent or more passing the No. 4 sieve.
<b>SUBSECTION:</b>	805.04 CONCRETE.
<b>REVISION:</b>	Replace the second paragraph with the following:  The Department will waive the requirements for gradation and finer than No. 200 for concrete pipe.
<b>SUBSECTION:</b>	805.10 GRANULAR EMBANKMENT.
<b>REVISION:</b>	Replace "2 ½-inch" with "12-inch".
<b>SUBSECTION:</b>	805.10 GRANULAR EMBANKMENT.
<b>PART:</b>	1)
<b>REVISION:</b>	Replace with the following:  1) Engineer approved shot limestone or sandstone from roadway excavation, borrow excavation, or another approved source.

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<b>SUBSECTION:</b>	805.11 STRUCTURE GRANULAR BACKFILL.																			
<b>REVISION:</b>	Replace with the following:  Provide crushed or uncrushed aggregate meeting the quality requirements of this section. When the material includes a significant amount of individual fragments greater than 1 ½ inches, the Engineer may visually accept the minus No. 200 portion. Conform to the following gradation:																			
	<table><tr><td><u>Sieve Size</u></td><td><u>Percent Passing</u></td></tr><tr><td>4 inch</td><td>100</td></tr><tr><td>No. 4</td><td>0-10</td></tr><tr><td>No. 200</td><td>0-5</td></tr></table>	<u>Sieve Size</u>	<u>Percent Passing</u>	4 inch	100	No. 4	0-10	No. 200	0-5											
<u>Sieve Size</u>	<u>Percent Passing</u>																			
4 inch	100																			
No. 4	0-10																			
No. 200	0-5																			
<b>SUBSECTION:</b>	805.13.03 Channel Lining, Class IA.																			
<b>REVISION:</b>	Replace the first sentence with the following:  Provide crushed stone meeting the general requirements of this section.																			
<b>SUBSECTION:</b>	805.13.04 Channel Lining, Class II.																			
<b>REVISION:</b>	Replace the first sentence with the following:  Provide crushed stone meeting the general requirements of this section.																			
<b>SUBSECTION:</b>	805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.																			
<b>TABLE:</b>	GRADATION – COARSE AGGREGATES FOR UNDERDRAINS																			
<b>REVISION:</b>	Replace "No. 200" sieve with "No. 100".																			
<b>SUBSECTION:</b>	810.03.04 Extra Protection																			
<b>REVISION:</b>	Replace "mm" in the second sentence of the second paragraph with "inches".																			
<b>SECTION:</b>	810.03 REINFORCED CONCRETE PIPE.																			
<b>REVISION:</b>	Add new subsection:  810.03.07 Concrete. Submit Concrete Mix Design to the Central Office Materials.																			
<b>SECTION:</b>	812.01.01 Structural Steel, All Types.																			
<b>REVISION:</b>	Replace second sentence with the following:  When the supplementary requirement of this specification are specified, they exceed the requirements of ASTM A 36, A 514, A 572, A 588, and ASTM A 852.																			
<b>SUBSECTION:</b>	812.01.01 Structural Steel, All Types.																			
<b>PART:</b>	A) Structural Steel.																			
<b>REVISION:</b>	Delete AASHTO M 183.																			
<b>SUBSECTION:</b>	812.01.01 Structural Steel, All Types.																			
<b>PART:</b>	B) High-Strength Low-Alloy Columbium-Vandium Steels of Structural Quality.																			
<b>REVISION:</b>	Delete AASHTO M 223.																			
<b>SUBSECTION:</b>	812.01.01 Structural Steel, All Types.																			
<b>PART:</b>	C) High-Strength Low-Alloy Structural Steel with 345 Mpa Minimum Yield Point to 4 Inches Thick.																			
<b>REVISION:</b>	Delete AASHTO M 222.																			
<b>SUBSECTION:</b>	812.01.01 Structural Steel, All Types.																			
<b>PART:</b>	E) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.																			
<b>REVISION:</b>	Delete AASHTO M 244.																			
<b>SECTION:</b>	813.08.05 Aluminum Alloy Rolled or Extruded Shapes.																			
<b>REVISION:</b>	Replace "T-4 AND T6" with "T6".																			
<b>SUBSECTION:</b>	813.09.02 High-Strength Steel Bolts, Nuts, and Washers.																			
<b>PART:</b>	A) Bolts.																			
<b>REVISION:</b>	<table><tr><th colspan="5">HARDNESS NUMBER</th></tr><tr><th rowspan="2">Bolt Size (in)</th><th colspan="2">Brinell</th><th colspan="2">Rockwell C</th></tr><tr><th>Min</th><th>Max</th><th>Min</th><th>Max</th></tr><tr><td>½ - 1</td><td>253</td><td>319</td><td>25</td><td>34</td></tr></table>	HARDNESS NUMBER					Bolt Size (in)	Brinell		Rockwell C		Min	Max	Min	Max	½ - 1	253	319	25	34
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<b>SUBSECTION:</b>	813.13 MATTRESSES AND GABIONS.																			
<b>REVISION:</b>	Replace the first sentence of the first paragraph with the following:  Conform to ASTM A 975, Style 1 or ASTM A 974, Style 1 or 2.																			



**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the September 26, 2003 Letting)**

<b>SUBSECTION:</b>	814.04.01 Steel Guardrail Posts.																												
<b>REVISION:</b>	Replace AASHTO M 183 in the first sentence with ASTM A 36.																												
<b>SUBSECTION:</b>	814.05.02 Composite Plastic.																												
<b>REVISION:</b>	Add the following sentence to the first paragraph:  Rubber is an acceptable alternate to plastic in their composition.																												
<b>SUBSECTION:</b>	814.06 MATERIALS FOR END TREATMENTS.																												
<b>PART:</b>	D) Steel Sheet (for rail plates and mounting brackets).																												
<b>REVISION:</b>	Replace 570, Grade D with the 1011, Type SS, Grade 36.																												
<b>SUBSECTION:</b>	816.02 GENERAL.																												
<b>REVISION:</b>	Replace ASTM D 2521 with ASTM A 239.																												
<b>SUBSECTION:</b>	816.02.02 Aluminum-Coated Steel.																												
<b>REVISION:</b>	Replace 0.01 with 0.099.																												
<b>SUBSECTION:</b>	819.01.01 Steel Plates.																												
<b>REVISION:</b>	Replace "Paragraph 14" in the second sentence of the second paragraph with "Table 6".																												
<b>SUBSECTION:</b>	821.03 SAMPLING AND TESTING.																												
<b>REVISION:</b>	In the third sentence of the first paragraph, replace calendar days with working days.																												
<b>SUBSECTION:</b>	827.04 PERMANENT SEED.																												
<b>REVISION:</b>	Replace with the following:  Conform to the requirements outlined in the "Kentucky Seed Law and Provisions for Seed Certification in Kentucky" and the "Regulations under the Kentucky Seed Law", with following exceptions:  <ol style="list-style-type: none"> <li>1. Obtain seed only through registered dealers that are permitted for labeling of seed.</li> <li>2. Ensure all deliveries/shipments of premixed seed are accompanied with a master blend sheet.</li> <li>3. The Department may sample the seed at the job site at any time.</li> <li>4. Ensure all bags and containers have an acceptable seed tag attached.</li> </ol> <p>Do not use seed (grasses, native grasses and legumes) if the weed seed is over 2%, total germination (including hard seed) is less than 60%, if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.</p> <p>Ensure that noxious weed seeds contained in any seed or seed mixture does not exceed the maximum permitted rate of occurrence per pound.</p> <table> <thead> <tr> <th>Name of Kind</th><th>Max. No. Seeds (per pound)*</th></tr> </thead> <tbody> <tr> <td>Balloon Vine (Cardiospermum Halicacabum)</td><td>0</td></tr> <tr> <td>Purple Moonflower (Ipomoea turbinata)</td><td>0</td></tr> <tr> <td>Canada Thistle (Cirsium Arvense)</td><td>0</td></tr> <tr> <td>Johnsongrass (Sorghum Halepense and Sorghum Almun and perennial rhizomatous derivatives of these species)</td><td>0</td></tr> <tr> <td>Quackgrass (Elytrigia Repens)</td><td>0</td></tr> <tr> <td>Annual Bluegrass (Poa Annua)</td><td>256</td></tr> <tr> <td>Buckhorn Plantain (Plantago lanceolata)</td><td>304</td></tr> <tr> <td>Corncockle (Agrostemma Githago)</td><td>192</td></tr> <tr> <td>Dodder (Cuscuta spp.)</td><td>192</td></tr> <tr> <td>Giant Foxtail (Setaria Faberii)</td><td>192</td></tr> <tr> <td>Oxeye Daisy (Chrysanthemum leucanthemum)</td><td>256</td></tr> <tr> <td>Sorrel (Rumex Acetosella)</td><td>256</td></tr> <tr> <td>Wild Onion and Wild Garlic (Allium spp.)</td><td>96</td></tr> </tbody> </table> <p>* Seed or seed mixtures that contain in excess of 480 total noxious seeds per pound is prohibited Wildflower seed shall not be planted until approved by the MCL.</p>	Name of Kind	Max. No. Seeds (per pound)*	Balloon Vine (Cardiospermum Halicacabum)	0	Purple Moonflower (Ipomoea turbinata)	0	Canada Thistle (Cirsium Arvense)	0	Johnsongrass (Sorghum Halepense and Sorghum Almun and perennial rhizomatous derivatives of these species)	0	Quackgrass (Elytrigia Repens)	0	Annual Bluegrass (Poa Annua)	256	Buckhorn Plantain (Plantago lanceolata)	304	Corncockle (Agrostemma Githago)	192	Dodder (Cuscuta spp.)	192	Giant Foxtail (Setaria Faberii)	192	Oxeye Daisy (Chrysanthemum leucanthemum)	256	Sorrel (Rumex Acetosella)	256	Wild Onion and Wild Garlic (Allium spp.)	96
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<b>SUBSECTION:</b>	832.02 TYPE I POSTS.																												
<b>REVISION:</b>	Replace ASTM A 570 with ASTM A 1011.																												

**Supplemental Specifications to The Standard Specifications  
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<b>SECTION:</b>	840 RAISED PAVEMENT MARKERS								
<b>REVISION:</b>	Replace the section with the following:  840.01 TYPE IV MARKERS. Provide markers from the Department's List of Approved Materials. Type IV markers are replacement lenses for use in Type V marker castings.  840.02 TYPE V MARKERS. Provide markers from the Department's List of Approved Materials. Type V markers consist of an iron casting with a Type IV marker (mono or bi-directional) attached.  840.03 TYPE IVA MARKERS. Provide markers from the Department's List of Approved Materials. Type IVA markers are surface mounted lenses for temporary use in work zones.  840.04 SAMPLING. Obtain a manufacturer's certification for each shipment. Include with each shipment of adhesive a written statement from the manufacturer certifying that it conforms to the recommendations of the marker manufacturer, and stating the minimum temperature the adhesive can be satisfactorily mixed and applied.  840.05 PACKAGING. Suitably and substantially package all materials with the name and address of the manufacturer and vendor, contract or purchase number, kind of material, trade name, and net contents plainly marked on each package.								
<b>SUBSECTION:</b>	843.01.01 Geotextile Fabric.								
<b>REVISION:</b>	Add the following sentence to the first paragraph:  Use circular-knit geotextile conforming to ASTM D 6707 for perforated pipe socks.  Add the following sentence to the third paragraph:  The manufacturer must participate in the National Transportation Product Evaluation Program (NTEP) for Geotextiles and Geosynthetics.								
<b>SUBSECTION:</b>	843.01.01 Geotextile Fabric.								
<b>PART:</b>	C) Acceptance.								
<b>REVISION:</b>	Delete the burst strength requirement from each table.								
<b>SUBSECTION:</b>	845.02.03 Wrapping.								
<b>REVISION:</b>	Replace Section 845 with Section 843, Type II.								
<b>SECTION:</b>	846 HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS								
<b>REVISION:</b>	Add New Section:  846.01 RESIN. Use a recycled polyethylene plastic or virgin resin producing a molded part meeting the following requirements:  <table style="margin-left: 100px;"> <tr> <td>Melt Flow Index (ASTM D 1238)</td><td>4.0-10.0 g/10min</td></tr> <tr> <td>Density (ASTM D 792)</td><td>0.941-0.965 g/cm<sup>3</sup></td></tr> <tr> <td>Tensile (ASTM D 638)</td><td>2000-5000 lb/in<sup>2</sup></td></tr> <tr> <td>ESCR (ASTM D 1693)</td><td>Condition C</td></tr> </table>  846.02 LOADING. Ensure the adjustment rings meet or exceed the loading requirements of AASHTO'S Standard Specification for HS-25 wheel loading for Highway Bridges.	Melt Flow Index (ASTM D 1238)	4.0-10.0 g/10min	Density (ASTM D 792)	0.941-0.965 g/cm <sup>3</sup>	Tensile (ASTM D 638)	2000-5000 lb/in <sup>2</sup>	ESCR (ASTM D 1693)	Condition C
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# TECHNICAL SPECIFICATIONS

FOR CONSTRUCTION OF

KY 476 GAS AND WATER  
UTILITY RELOCATION  
BRO 083 02 005  
PERRY COUNTY, KY

FOR THE  
KENTUCKY TRANSPORTATION  
CABINET  
AND  
CITY OF HAZARD, KY

JULY 2002

H. A. Spalding Engineers, Inc.  
651 Skyline Drive  
Hazard, Kentucky 41701-1664

KY 476 GAS AND WATERLINE UTILITY RELOCATION  
BRO 083 02 005  
PERRY COUNTY, KENTUCKY

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# TECHNICAL SPECIFICATIONS

## 1.0 SCOPE AND DESCRIPTION OF WORK

### 1.1 GAS LINE

The Contractor shall begin by tying to an existing 3" plastic coated steel pipe at the end of an existing 6" liner pipe and an existing 3" PE pipe that runs to the east. At this point the Contractor shall make an air tight seal with new 6" liner pipe and complete a new welded tie in the 3" plastic coated line. Run the 6" liner pipe and 3" plastic coated steel as indicated on the Drawings. Place the new vent as indicated on the Drawings. At Station GL 0+53 end 3" plastic coated steel and begin 3" PE gas line. Also at this point set a 3" PE gas valve. Continue running 3" PE until reaching Station GL 1+98. At this point place anchor as indicated, begin 112 feet of 3" plastic coated steel, and set cathodic protection devices. At Station GL 3+10 set anchor as indicated and begin running 3" PE pipe. At Station GL 4+33 set 3x1-1/4" tee, 1-1/4" valve and box and run approximately 15 feet of 1-1/4" gasline and make retie to existing 1-1/4" where indicated. Continue running 3" PE gas until reaching Station GL 4+88. At this point begin 44 feet of 6" open cut liner pipe and place vents as shown. Also place 3" PE gas valve. At Station GL 5+33 tie to existing 3" PE gasline and end gasline relocation.

### 1.2 WATERLINE

Begin the waterline portion of the project by tying into an existing 10" PVC waterline at the location shown. The 6" waterline running to the east, the 6" waterline running to the west, and the 10" waterline running to the east will be abandoned. Contractor shall remove the three (3) water valves as indicated on the Drawings. From this point begin running new 10" ductile iron (D.I.) waterline using care and common sense to insure that the new waterline (and all gas lines noted above) are deep enough to avoid damage or conflict with roadway construction. At waterline Sta. 0+21 set a 10x10x10" MJ Tee equipped with grip rings, 10" to 6" PE reducer, 6" valve and box, 10" valve and box equipped with river test station, and run 109' of 6" D.I. and make tie where indicated. Reverting back to WL Sta. 0+21, Contractor shall continue running 10" D.I. until reaching Station WL 1+51. At this point, set an anchor and begin 108 feet of 10" ball joint river crossing pipe. When reaching Sta. WL 2+59 set anchor and begin running 10" D.I. waterline. At WL Sta. 4+11 set 10" valve and box, 1-1/4" valve and box, and make 1-1/4" retie as indicated. Continue running 10" PVC until reaching Sta. WL 4+50. At this point tie to the existing 10" PVC and end waterline relocation.

## SPECIAL NOTES

- A. Contractors must have personnel adequately trained and certified for installation of fusion welded Polyethylene Pipe. Contractor shall also have personnel adequately trained for welding and other work associated with steel gas pipe. All welds on plastic coated steel gas pipe shall have coating repaired per USDOT Specifications.
- B. All fittings used on PE gas lines are to be Socket Type, fusion weld.
- C. All fittings on waterline are to be Ductile Iron Mechanical Joint, and if indicated Contractor shall use grip rings or retainer glands at no extra pay.
- D. All crushed stone for bedding and backfill is a pay item if use is directed by the Engineer.
- E. All concrete on waterline or gas line, including the thrust blocks, is a pay item if its use is directed by the Engineer. This will be paid as General Concrete. Contractor should note that anchor concrete is a separate bid item because of the reinforcement needed.
- F. Contractors should note that all non metallic lines, be they water or gas, shall be laid with #12 copper tracer wire. No other substitutes will be accepted such as smaller ga. wire or marking tapes. Also note that if water and gas lines share a common trench, both are to have tracer wires.
- G. The Contractor should note the gas line requirements as shown on the Drawing concerning documents which outline complete gas line construction specification. The Contractor in accepting any portion of this bid is presumed to be familiar with these requirements. The project will be constructed in accordance with those requirements.
- H. Contractor is responsible for contact with Mr. Bobby Holland, City of Hazard Water Utilities, before any waterline construction, 216-1004; Contractor is responsible for contact with Mr. Vernon Keith, City of Hazard Gas Utilities, before any gas line construction, 216-1003.
- I. Valve collars are required at all gas and water valves. The cost of the valve collars is included in your bid price for valves.
- J. The final precise location of all waterlines and gas lines is the responsibility of the Contractor. Other than the precise locations of all liner pipe, the Contractor shall be the sole judge of the suitability of installing a line in the location shown on the Plans. The plans serve only as a guide to the final line location. The Contractor, because of his extensive knowledge obtained from line installation, is the only person capable of determining actual field conditions. Guidance will be available from the Engineer, but again, location suitability is the sole responsibility of the Contractor. The Contractor, in accepting any portion of this Contract, assumes all responsibility for final line locations. The Contractor shall pay special attention to the vertical location of his new lines. Extra cover in certain areas is delineated on the Plans. The Contractor shall use common sense and his knowledge of this highway work required for vertical location. The warranty period for any gas or waterline portion shall begin one (1) year after the Contractor has completed all of his work including final backslopes in a particular area.
- K. All "TIES" are bid items including all necessary materials required to make the same.

- L. Contractor shall install all liner pipes and vents at depths which will insure protection from his work and lack of conflict with final and temporary roadway requirements.
- M. In all water and gas line areas which require Class III Stone backfill, adequate earth cover of a minimum of 2 feet shall be installed over the pipes to provide a cushion from the stone. If he considers it in his best interest, the Contractor may use additional earth cover.
- N. The Contractor should note that the river test station is simply a water meter copper setter equipped with two (2) valves, two (2) service saddles, two (2) Corp stops, and service line routed around a proposed valve. The valve unit price is separated from this equipment.
- O. The Contractor may, at his convenience, replace 1-1/4" waterline and fittings with 1-1/2" waterline and fittings. No change in unit price will be done.
- P. Contractor shall use water valve markers at all individual or grouped valve settings. Only one valve marker is required at a group setting of valves. These valve markers shall be considered incidental to other items.
- Q. Line markers shall be used at all major bends in the gas line. Gas line markers are paid at their unit price.

## 2.0 INSTALLATION

Trenching - Trenching shall be done in a true straight line at all times and fittings shall be used only at the direction of the RESIDENT ENGINEER.

Trenching shall include all clearing and grubbing, including all weeds, briars, trees, and stumps encountered in the trenching. The CONTRACTOR shall dispose of any such material by burning, burial, or hauling away, at no extra cost to the OWNER. Shrubs, hedges, and small trees (3" in dia.) shall be removed and replanted, at no extra cost to the OWNER. Trenching also includes such items as street, road, sidewalk, pipe and small creek crossings; cutting, moving, or repairing damage to fences, poles, or gates and other surface structures, regardless of whether shown on the Plans.

All material encountered in excavation shall be Unclassified. In areas where rock is encountered, a min. of 6" of gravel shall be placed in the bottom of the trench before installation of the pipe. No extra payment will be made for the installation of the gravel. The price for the pipe in place shall also include hauling off of all excavated material.

The CONTRACTOR shall determine, as far as possible in advance, the location of all existing sewer, culvert, drain, water, electric, and gas pipes and other subsurface structures and avoid disturbing same in opening his trenches. In case of sewer, water, and gas services, and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching, and restored immediately after trenching machine has passed, without extra cost to the OWNER. The CONTRACTOR shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage due to settlement of his backfill. It shall be the responsibility of the CONTRACTOR to inform customers of utilities of disruption of service as soon as it is known that it has or will be cut off.

The CONTRACTOR shall at all times during trenching operations on the streets, carry a stock of pipe and fittings likely to be needed for replacement of pipe to facilitate immediate repair.

Construction equipment will not be approved for use where treads are injurious to paving encountered. Curbs, sidewalks, and other structures shall be protected by the CONTRACTOR from damage by his construction equipment.

In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra charge, except as set forth under the provisions of the General Conditions. Where there is the possibility of damage to existing utility lines by



trenching machine, the ENGINEER may order hand search excavation ahead of machine trenching to uncover same, at no extra cost to the OWNER.

All trenches must be dug neatly to lines. Hand trenching may be required by the ENGINEER, at no extra payment, where undue damage would be caused to existing structures and facilities by machine trenching. Trenches in earth shall be dug to just above grade by machine and shall be finished down to grade by hand, unless otherwise specified.

Where trenching is cut through paving, which does not crumble on edges, trench edge shall be cut to at least two (2") inches deep to straight and neat edges before excavation is started, and care taken to preserve edge to facilitate neat repaving as shown on the Drawings.

All excavation shall be open trenches, except where otherwise called for on the Plans or by special permission of the ENGINEER, for boring or jacking under railroads, sidewalks, and the highway.

When working along the highway the CONTRACTOR shall furnish, install and maintain necessary signs, lights or other warning devices as prescribed by the Kentucky Department of Transportation and shall furnish and employ sufficient flagmen to direct traffic in the construction area all as directed by the Department of Transportation. All signs, devices, flagmen, etc. shall be as prescribed in the "Manual on Uniform Traffic Control Devices, Part VI," latest revision.

The CONTRACTOR shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the ENGINEER and governing agency, close a street to traffic for such length of time considered necessary by the ENGINEER, provided persons occupying property abutting the streets have an alternate route of access to the property which is suitable for their needs during the time closure. It shall be the responsibility of the CONTRACTOR to give 24 hours advance notice to Fire and Police Departments and to occupants of a street which will be closed in a manner approved by the ENGINEER.

The opening of more than 500 feet of trench ahead of the pipe laying and more than 500 feet of open ditch left behind pipe laying before backfilling, will not be permitted except upon written consent of the OWNER. No trench shall be left open or work stopped on same for a considerable length of time. If such is necessary, trench shall be refilled according to backfill specifications.

In crossing a road or street a temporary bridge must be placed over the excavation if traffic conditions require its use before backfilling. Where required or when directed by the ENGINEER, road or street crossings will be limited to one-half of travel width before placing temporary bridge over the excavated side. Whenever

trenching is performed on public ways, the CONTRACTOR shall furnish and maintain barricades, lanterns, warning sign and signals as far as one block ahead or at locations directed by the governing agency as required for public safety. All such necessary bridges, barricades, lanterns, signs and signals shall be provided by and at the expense of the CONTRACTOR. The CONTRACTOR shall maintain road crossings in a passable condition for traffic until the final acceptance of the work at no cost to the OWNER.

Where pipelines run through wooded terrain, cutting of trees within limits of maximum permissible trench width, as set forth in this article, will be permitted. However, cutting of additional trees on sides of trench to accommodate operation of trenching machine will not be permitted. The CONTRACTOR shall obtain specific permission of the OWNER before cutting any tree larger than four (4") inches in diameter.

Sheeting and shoring of trench will be required of this CONTRACTOR where necessary to protect life, property, or any structure from damage or to maintain maximum permissible trench widths at top of pipe. Sheeting, sheet piling, trench jacks, braces, shores, and stringers shall be used to hold trench walls. These shall be withdrawn as the trenches are being backfilled, after backfill has been placed over pipe at least 18". If their removal, before backfill is completed to surface, endangers adjacent structures such as pipelines, street paving, sidewalk and buildings, then they shall be left in place until such danger has passed and then pulled if possible. Voids caused by sheeting withdrawal shall be backfilled and tamped with thin rammers designed for the purpose so as not to form an obstruction at the ground level. Dewatering of the trenches shall be considered a part of trenching at no extra cost to the OWNER. Dewatering of trenches shall include ground water and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the CONTRACTOR to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe.

Piles of excavated material shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters and resultant water carriage of excavated materials over street surfaces.

Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction and instability caused by neglect of the CONTRACTOR, it shall be paid for at unit prices set up in the Contract such as extra excavation, crushed rock for pipe bedding, concrete cradle, or piling.

The location of pipe and their appurtenances, as shown, are those intended for the

final construction. However, conditions may present themselves before construction of any line is started, that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the OWNER reserves that right to make reasonable changes in line and structure location without extra cost except as may be determined by the application of the unit prices bid to the quantities actually involved. The OWNER is under no obligation to locate pipelines, so they may be excavated by machine.

The work of uncovering and backfilling required for locating existing sewers, waterlines and other existing facilities for connection of improvements, or avoidance in location of proposed pipeline, where such uncovering and backfilling is not within trench for improvements, shall be at the CONTRACTOR's expense.

The CONTRACTOR will be required to test all waterlines and appurtenances with water at 150 lbs. per square inch before backfilling. Backfilling before testing will be allowed at the discretion of the ENGINEER at points where danger to the public, or other hazards, demand that such be done immediately after pipe is laid. All leakage apparent after testing must be repaired before backfilling.

#### Backfilling Trenches:

Backfilling must be started as soon as practicable after pipe has been laid. Packing of earth across and around pipe at six (6') foot intervals and between joints shall be the usual procedure as the laying proceeds. This is in order to avoid danger of misalignment from slide, flooding or other causes. The ENGINEER shall be given a maximum of 24 hours for inspection before backfilling. Only earth, or rock less than 2-1/2" size, shall be used as backfill materials up to six (6") inches above top of pipe. No stones or other hard or heavy substances may be thrown directly upon the pipes or into the trench until the above named cover of earth is obtained. Above the 6 or 12 inches above pipe, rock may be used in the backfill to an extent not greater than one-half of the total backfill materials used. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously in order that all voids in the rock may be filled with earth. Where noted on the Plans and within the shoulder of the Kentucky Highways, the CONTRACTOR shall backfill to finish highway grade with DGA. The DGA shall be tamped in six (6") inch layers in accordance with Department of Transportation Specifications. In these areas (if any) DGA will be a pay item. All material hauled away shall be placed at no cost and at a location specified by the ENGINEERS.

No extra charge shall be made for supplying outside materials for backfill or removing excess excavation material from the site of the work.

Extra cost of compaction of backfill on street and driveway crossings and tunnels shall be included in price bid for trenching and backfilling and tunnelling.

Where highway slopes, thin grass, or cover crops are destroyed by trenching, laying, or backfilling operations, and access to them, surface shall be prepared by disking, fertilizing 5 lbs. of 5-10-5 or 6-8-6 per 1,000 square feet and seeding 21 lbs. of Italian Rye Grass per 1,000 square feet, light harrowing, then reseeding with crop destroyed or one part Red Top, three parts certified Kentucky Bluegrass seed mixed together at the rate of 2 lbs. per 1,000 square feet of surface. This shall be included in the price for trenching and backfilling. Requirement of the Department of Transportation, Bureau of Highways, for reseeding shall take precedence over these specifications.

Cleaning Up and Repairing Damage:

The Contract will not be considered complete until all construction structures and equipment and rubbish from construction are cleaned from the site of the work.

All damage to existing grounds and structures caused by construction operations must be repaired or the OWNER compensated for such damage before contract will be considered complete. This does not include replacement of sod, but does include required shaping of ground for sodding or planting of grass and the removal and disposition of all rock from blasting three (3") inches or over in size.

Hauling and Storage:

The CONTRACTOR will be required to deliver all pipe, fittings, valves and valve boxes and other materials and place same as and where required for laying.

Care must be exercised in the handling of all materials and equipment and the CONTRACTOR will be held responsible for all breakage or damage to same caused by his workmen, agents or appliances for handling or moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground but same shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently. Pipe and special castings may be distributed at places that will not interfere with other building operations as unloaded or yard and distributed as required, as the CONTRACTOR may elect.

Valves, valve boxes, jointing materials, meter box covers, castings, fabricated metal, reinforced steel, etc. shall be yarded or housed in some convenient location by the CONTRACTOR and delivered on the ground, as required.

The cost of all hauling, handling, and storage shall be included in the price bid for equipment and materials in place.

The OWNER takes no risk or responsibility for fire, theft, flood, or damage until after the final acceptance of the work.

### Testing of Lines:

On all projects involving the installation of water or gas pipelines, the finished work shall comply with the provisions listed below, or similar requirements which will insure equal or better results.

..a. All water mains shall be given a hydrostatic test to 150 psi, under which leakage shall not exceed the limits established in Section 4 of AWWA Standard Specifications C600.

..b. Where practicable, water pipelines shall be tested between line valves or plugs in lengths of not more than 1500 feet.

..c. Duration of test for water shall be not less than two hours.

..d. Where leaks are evident on the surface where joints are covered, the joints shall be recaulked, repoured, bolts retightened or relaid, and leakage minimized regardless of total leakage as shown by test.

..e. All pipe, fittings and other materials found to be defective under test shall be removed and replaced.

..f. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.

..g. The CONTRACTOR shall furnish a recording gauge and clock used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall remain the property of the ENGINEER at conclusion of test.

..h. On all projects involving the gas pipe line, the finished work shall comply with the provisions listed below, or similar requirements which will insure equal or better results.

..i. All gas lines shall be pressure tested in strict accordance with U.S.D.O.T. 49 CFR 192.509 for steel lines and 192.513-C for plastic lines. The Contractor may test the steel line prior to installation and connection with the plastic line. After connection the entire system shall be pressure tested to 100 psi as per 192.513-C. A recording pressure gauge shall be used and pressure charts shall be furnished to the Owner at the completion of the testing and shall be retained for permanent record.

The new potable waterlines shall not be placed in service, either temporarily or permanently, until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the ENGINEER.

After testing, a solution of hypochlorite using HTH, or equal, shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The Chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained, after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm.

Following disinfection of the line, bacteriological samples shall be collected and analyzed in accordance with the requirements of Kentucky Department of Natural Resources and Environmental Protection. When the samples have been approved, the new line then may be connected to the system.

One Year Guarantee:

The CONTRACTOR, and through him each subcontractor, in accepting the contract for this construction, or respective portions of the construction covered by these Plans and Specifications, does hereby agree to replace and make good, without expense to the OWNER, any work or material which may be found to be defective within one (1) year from either the date of the final certificate of payment for all highway work or the one year period on any respective portion which the OWNER'S agent considers complete in regards all CONTRACTORS work. The logic for this is that the Bridge Replacement Project may take longer to complete in all respects than the utility portion. However, the OWNER needs protection that the CONTRACTOR will not damage the line through his work and equipment. The deterioration due to ordinary use and wear and failure of materials furnished by the OWNER are excepted from this guarantee.

This guarantee shall include damage done by settlement of backfills and filling regrade elevations, such damage and sinking of fills being considered as defective workmanship. This shall also include pavement failure.

The CONTRACTOR shall reimburse the OWNER for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days in case of materials, then the OWNER shall have the right to make replacements and charge cost of same to the CONTRACTOR or his Bondsman.

### 3.0 MATERIAL:

#### Gas Valve and Box:

Gas valve to be constructed of Marlex TR 418 material. Valve to be Rockwell Polyvalve Ball Valve, #82211, or approved equal. Valve Boxes for 1-1/4" to ten (10") inch valves shall be telescope type with screw top, of length for thirty-three (33") inch to forty-two (42") inch pipe cover over the top of the pipe. They shall have a minimum inside diameter of 4-1/4" for intersection with an arc base. Valve boxes shall be Mueller No. H-10366 as manufactured by the Mueller Co., Decatur, Ill., or approved equal. Valve box lids shall be Mueller H-10369 or approved equal and marked "**GAS**". All valve boxes not installed in pavement (bituminous or concrete) shall have installed a valve box collar similar in all respects to the Cloud Company U-235 Valve Retainer Ring, alternate as shown on the detail sheet, or approved equal.

#### PE Gas Pipe and Fittings:

Gas pipe and fittings shall be polyethylene PE 2406 (Yellow) SDR 11. The pipe shall conform to ASTM D 1248, and ASTM D 3350 for a PE 2406 material. All pipe and fittings shall meet requirements outlined in currently approved ASTM D 2513 specifications, ASTM D 3261 specification, and Department of Transportation Title 49, Part 192. 90 degree elbows to be socket type. All pipe and fittings to be Drisco Pipe 6500 (PE 2406), or approved equal. All PE pipe shall be fused in strict accordance with manufacturers instructions. Contractor is responsible for having personnel adequately trained for this installation.

#### 3" Plastic Coated Steel Gas Pipe:

Wrought Steel Pipe shall be coated by Plexco, Inc., X-Tru-Coat or approved equal, for the river crossing and where shown on the Plans. All Schedule 40 wrought steel pipe shall be obtained and then shipped to coating supplier. The X-Tru Coating (or approved equal) shall be Yellow High Density Polyethylene with nominal thickness of .060". All joints shall have a nominal cut-back of 4". All welded field joints shall use Thermofit TPS Heat-Shrinkable Pipe Sleeves #TPS4500-18 by Raychem Corporation, Pipe Protection Division, or approved equal. Contractor is responsible for all job cost in obtaining, shipping, etc. the pipe for coating and delivery to job site.

#### Steel Pipe Cathodic Protection:

Contractor shall supply and install two (2) High Current packaged Anodes and Electric Test Station complete in location shown on the plans. Contractor should note that the river crossing cathodic protection system is one (1) lump sum item even though the Anode Packs and Test Station are separated. Anode Pack to be

International Metal "Amp Packs" magnesium anode, Size 17# (Wt. of 55#), Grade "A", or approved equal. Test Station to be Cott "Little Fink" CP Test Station No. 125-B2C, Yellow, with conduit, 10" conduit anchor, and Cap to conduit chain kit, or approved equal. Contractor should note lump sum bid for all this material and work. Use #12 THW Cu Wire for all leads. Use Royston "Handycap", or equal, protection at the copper lead to steel pipe weld, use Thermoweld or equal for this connection.

Gas Line Tapping Tees (1-1/4" - 4"):

Only makers of long standing will be allowed. Use Continental Industries "Eliminator" or approved equal.

Gas Service Tubing:

All gas service tubing to meet ASTM D2513 and SDR 11, be of Yellow P.E. 2406 material. All service line to be Drisco Pipe 6500, or approved equal.

Liner Pipe:

Liner Pipe of the size and location as shown on the Plans shall be placed. The pipe shall be a high quality Wrought Steel Schedule 40 Pipe, with the same properties as determined by the American National Standard for Schedule 40 welded and seamless wrought steel pipe. Used pipe will not be accepted. The unit price for gas liner pipe includes the cost of purchasing and installing Phillips Engineering Model PE-MS 500 plastic casing insulators (or approved equal), spaced at five feet on center and for the installation of casing end seals. These end seals shall be Phillips Engineering Company (PECO) Model C Custom, or approved equal.

Gas Line Vents:

Gas line vents shall be of the size and arrangement as shown on the Plan. Where gas line vents are exposed, they shall receive two (2) coats of "Safety Orange" epoxy paint. This epoxy paint shall extend to a min. of one foot below regrade. All fittings shall be Full Weld type.

Gas Line Markers:

Gas line markers shall be installed at the locations shown on the Plans. These gas line markers shall be Repnet, Century Post, Bloomington, MN. The gas line markers shall be equipped with appropriate line size indication. Marker to be equipped with standard anchor.

PVC Water Pipe - Class 200:

Waterline designated as PVC shall be PVC type pressure pipe designed ASTM



Class 200. The pipe shall conform to ASTM 2241 for Standard Dimension Ratios, SDR 21 for pressure characteristics. The pipe shall be extruded from clean, virgin, approved class 12454-A PVC compound conforming to ASTM resin Specification D1784. Rubber rings shall conform to ASTM D 1869. This pipe shall be Certain Teed Fluid-Tite PVC Pressure pipe or approved equal. Laying radius of pipe shall in all cases be equal to, or greater than, that listed by the manufacturer of the pipe. All tees, elbows, and bends shall be Mechanical Joint unless noted on the Plans. If indicated on the Plans, fittings shall be equipped with grip rings.

Ductile Iron Pipe:

All pipe designated as ductile iron shall be of Grade 60-42-10 material meeting AWWA C151 Minimum physical properties. Thickness of the pipe shall be determined in accordance with ANSI/AWWA C150/A21.50 and shall be Type 4 Bedding Condition except in high traffic areas where Type 5 Bedding shall be used; all pipe shall be thickness Class 50 with the exception of 4" and 3" which shall be thickness Class 51. Joints shall meet the requirements of AWWA C111 for Fastite Joint Pipe ANSI/AWWA C151.51 and Mechanical Joint ANSI/AWWA C111/A21.11. Pipe shall be equal to that manufactured by the U. S. Pipe Company or approved equal. All tees, elbows, and bends shall be Mechanical Joint. The exterior of the pipe shall be furnished with an asphaltic coating.

The Bid Form may list D.I.M.J., and D.I.C.J. These abbreviations stand for Ductile Iron, Mechanical Joint and Ductile Iron, Compression Joint (Push-On) Pipe, respectively.

Installation shall be as recommended by the manufacturer in their printed manual. Pulling devices and tie-in devices shall be that normally furnished by the manufacturer for this type of installation.

Ductile Iron Ball Joint River Crossing Pipe:

Ball joint pipe shall be USIFLEX Boltless Ball Joint Pipe as manufactured by the United States Pipe and Foundry Company, or approved equal. The pipe shall comply with the requirements of ANSI/AWWA C 151/A21.51 and ANSI/AWWA C 110/A21.10 which are applicable to its manufacture. The separately cast ductile iron bell shall conform to the requirements of ASTM A536, Grade 70-50-05. The steel retainer ring shall conform to the requirements of ASTM A148, Grade 90-60.

Wall thickness shall be ANSI/AWWA thickness Class 55. The exterior of the pipe shall be furnished with an asphaltic coating.

Installation shall be as recommended by the manufacturer in their printed manual. Pulling devices and tie-in devices shall be that normally furnished by the manufacturer for this type of installation.

#### Valves:

All valves must be of cast iron with bronze mountings, unless otherwise specified. Only makers of well-known and approved standings who have been making similar devices for a period of at least ten (10) years, prior to the bid date, will be considered. Also, maker shall be prepared to furnish through the bidder, within one (1) week after award is made, complete catalogues or other descriptive matter giving complete details and dimensions of valves they proposed to furnish.

All valves shall be provided with suitable operating devices and adapted for operation in the position in which they are shown on the plans. All screw operated valves shall open by turning to the left.

All valves shall have mechanical joints both ends (unless noted on the Plans) and shall conform to A.W.W.A Specifications D-150, N.R.S. complying to A.W.W.A. C222 and ANSI A21.11.

All 4" through 10" Gate valves shall be resilient seat Gate valves, 200 psi max working pressure, 400 psi test pressure, Mueller A-2370-20, or approved equal. 3" and smaller Gate valves shall be double disc, parallel seat, bronze faces and disc rings with wedging mechanism simple and direct, Mueller A-2380-20, or approved equal. All valves shall conform to the latest revision of "Specifications for Gate Valves for Ordinary Water Works Service," adopted by A.W.W.A. Test pressure 300 lbs. (min.) per square inch and working pressure 150 lbs. (min. allowable working pressure) per square inch.

1-1/4" valves shall be Mueller Mark II Oriseal 110, Model H15209, with Mueller H-10304 Curb Box to serve as the valve box. Valve collar shall be same as other valves. Contractor may at his convenience substitute 1-1/2" valve and other materials.

#### Valve Boxes:

Valve Boxes for two (2") inch through eight (8") inch valves shall be telescope type with screw top, of extension length twenty-five (25) through thirty-six (36") inches. Ten (10") inch and twelve (12") inch valve boxes shall have an extension length ranging from eighteen (18") inches to twenty-four (24") inches. These minimum valve box lengths redefine depth of cover over pipe at valve locations. These requirements shall be maintained. Pieces of scrap PVC or ductile iron pipe with lid installed **shall not** be acceptable. Valve boxes shall be Tyler 461-S for ten (10") inch and twelve (12") inch valves, Tyler 562-S for two (2") inch through eight (8") inch valves, or approved equal. All valve boxes shall have a minimum inside diameter of 4-1/4" for intersection with an arc base. All valve box lids shall be manufactured by the same firm as the box and marked WATER. All valve boxes shall have installed a valve box collar similar in all respects to the Cloud Company

U-235 Valve Retainer Ring, alternate as shown on the detail sheet, or approved equal. See Valves above for valve box required on 1-1/2" valve.

Water River Test Station

Meter yoke to be Muller 1404-2 with non-approved Dual Check Valve feature replaced with and extra angle valve, 7" to 9" riser height with valve for 5/8" x 3/4" meter unit. Unit shall be copper. Service saddle shall be bronze, Muller Single Strap H-13000 Series. Corp. Stop to be Muller 15008. All the above materials shall be as specified or approved equal. The test station shall be installed within a circular plastic meter box of nominal 18"x30" interior dimensions. The properties of the box shall be equal to Mid-States Meter MS 183010. The cover shall be Ford, Type C, appropriately sized, or approved equal.

Water Service Tubing:

All service tubing to be Class 200. Acceptable manufacturers are Phillips and Orangeburg. Any other manufacturer shall be approved by the Engineer.

## CONCRETE WORK

(a) Proportioning Mix:

Concrete is to be proportioned in two classes according to use as follows:

Class "A" for reinforced concrete structures, surface courses of highway, and street paving.

Class "B" for interceptor structures, curbs, gutters, driveways, sidewalks, base courses for highway and street paving, thrust blocks, creek crossings, and valve pads. All Class "B" concrete shall be paid as General Concrete.

Class "A" concrete is to be proportioned one 94 lb. sack of Portland Cement, 195 lbs. of sand, 270 lbs. of coarse aggregate, and no admixture. These proportions may be varied by the Engineer after the materials supplied have been tested and proportions for the greatest density and workability determined, provided that no more than 7.25 nor less than 6.50 bags of cement per cubic yard of concrete will be required. Class "A" concrete shall have a minimum compressive strength of 4,000 lbs. per square inch in 28 days.

Class "B" concrete shall have a minimum compressive strength of 3,000 lbs. per square inch and shall contain not less than 5.5 sacks of cement per cubic yard of concrete. The relative amounts of fine and admixture will not be required.

The water used in mixing must be a minimum required for a plastic mix. No water will be permitted to be used for purpose of hastening mixing and reducing of tamping and vibration.

The water content allowed will be at all times subject to regulations by the Engineer. In the case of Class "A" concrete, not more than five and one-half gallons of water to the bag of cement will be allowed in mixing concrete (or proportionately less when slump is about 4" and/or mix is wet), except in cases where, in the judgement of the Engineer, additional water is necessary to obtain proper results.

Batching equipment shall include scales for weighing contents of wheelbarrows and a device for accurately measuring water by the gallon, to be used for proportioning each batch.

In case of ready-mixed concrete, specifications for proportioning of mixes shall be the same, except that from the manufacturer's experience with his own aggregates, he shall vary proportions of sand and coarse aggregate for the greatest density and workability of mix. Prior to actual delivery of concrete, and at any change of proportioning, the manufacturer shall furnish a statement to the Engineer giving the proportion by weight (dry) of cement and of fine and coarse aggregates that will be used in the manufacture of each mix ordered. Proportions must be approved by the Engineer. Otherwise, proportioning of

mix and batching plant shall be according to ASTM Designation C-94, latest revision, specifications for ready-mixed concrete.

(b) Forms:

Forms for concrete with exposed surfaces shall consist of dressed and sized lumber or metal and must match on edges sufficiently to prevent leakage of mortar. Forms shall be built to such accuracy and braced to such an extent that they shall not vary from true lines and surfaces where exposed more than 1/4" before pouring concrete, nor more than 3/8" after pouring. Angle strips (3/4" size) shall be placed in all exposed corners of forms.

(c) Steel Reinforcement Placing:

All such steel shall be delivered in new condition either clean or with only a slight coating of rust. If stored on the site it must be kept under shelter or supporting at least 12" above ground to prevent its becoming coated with dirt and when placed in forms it must be free from scale or dirt.

When placing in forms, steel must be tied together to form a rigid frame before pouring concrete and must be secured in the walls or slabs in such a manner as to insure its holding and position designed for it in the finished work by use of form stands, steel or concrete chairs or spacers. As a rule, steel bars must have a minimum covering of 2" when exposed to air and a minimum of 3" when exposed to earth" of concrete, unless otherwise noted on the plans. All splices shall be 24 diameters long and 1" between spliced bars.

(d) Mixing and Placing:

Concrete shall be thoroughly mixed at least two minutes after all materials, including water, are in the mixer drum having a capacity of at least one sack batch.

Concrete must be poured into forms slowly enough to permit thorough tamping and vibrating to eliminate any honeycombed surfaces.

Concrete pouring will not be permitted under conditions where there is danger of freezing or when materials are frozen. After pouring, concrete must be protected from freezing weather for at least 72 hours.

Ready-mixed concrete delivery facilities pledged to the concrete pour shall be approved by the Engineer before permission will be given to start the pour. The period between termination of placing by one truck and starting by the next shall not be longer than 10 minutes at temperatures above 70° F., nor longer than 20 minutes below 70° F. The concrete in a truck mixer or agitator must be totally discharged within 1-1/2 hours after the introduction of mixing water to the cement and aggregates. The mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. Otherwise, mixing, mixers, agitators, and inspection shall be according to ASTM

Designation C-94, latest revision, specifications for ready-mixed concrete. Non-agitating trucks for hauling concrete from central mixing plant will not be accepted.

(e) Tempering:

All concrete must be kept wet or moist for a period of at least 48 hours after pouring in order to prevent too rapid drying out. In dry weather, wooden forms must be thoroughly wet before concrete is placed in them and must also be kept in this condition during the period above mentioned. Concrete must be covered and kept damp to protect it from the sun as soon as the surfaces are firm enough to allow the placing of such covering or protection.

TESTING CONCRETE

(a) Slump Test:

At least one slump test shall be made before first concrete pour, at the start of pouring any concrete and at each 5 cubic yards deposited during one operation. These shall be made from samples as those taken from cylinder tests and records of same kept therewith. Tests shall be made according to ASTM Designation C-143 and as required under ASTM Designation C-94, for ready-mixed concrete. Mix is designed for a slump test of 2" and not more than 4", except in cases where thin sections would indicate, in the opinion of the Engineer, that a wetter mix is more desirable. The **Contractor** shall furnish necessary equipment for the slump tests.

(b) Cylinder Test:

Cylinder tests will be taken on all important structures such as the storage tank foundation. However, on sewer and waterline jobs requiring only small amounts of concrete per pour, the cylinder tests will be waived. However, should the Engineer have reason to doubt that the concrete being furnished meets the strength requirements, he shall have the right to order cylinder tests according to the following specifications:

At the start of concreting or before, if practical, the **Contractor** shall make from a single batch a set of four (4) cylinders per ASTM Designation C-31. Two (2) shall be tested at 7 days and two (2) at 28 days per ASTM Designation C-39.

At each time when twenty or more cubic yards of concrete are placed during one operation and when the sum of smaller deposits of concrete equal thirty cubic yards since previous test and at any change in the mix four (4) cylinder tests will be required, two tested 7 days and the other two at 28 days per ASTM Designation C-39. In case of ready-mixed concrete, requirement for testing of ASTM Designation C-94 and C-172 shall be added. Class "A" concrete sampled shall show a compressive strength of not less than 3,000 lbs. per square inch in 7 days and 4,000 lbs. per square inch in 28 days. Class "C" concrete shall have a compressive strength of 3,000 lbs. per square inch in 28 days. Seven (7) day

tests on Class "C" concrete shall have the same relation to 28 days requirements.

The **Contractor** shall furnish all equipment for sampling and curing on the job and shall bear the cost of laboratory curing and testing.

Flowable Fill:

Flowable Fill - Use flowable fill consisting of a mixture of cement, sand, Class F fly ash, water, and other materials the Engineer approves.

Proportion flowable fill as follows, per cubic yard batch:

Cement	30 pounds
Fly Ash, Class F	300 pounds
Sand (S.S.D.)	3,000 pounds
Water (Maximum)	500 pounds

Do not allow the loss on ignition for Class F fly ash to exceed 12 percent.

The Engineer may approve other mixtures. The mixtures may include other proportions of the above materials, Class C fly ash, chemical admixtures, or aggregate not conforming to the Standard Specifications of the Kentucky Department of Highways. When deviating from the above specified proportions and materials, make and test a trial batch of at least 4 cubic yards to ensure that the mix will have flow and density characteristics suited for the intended use. Use the ingredients, proportions, and equipment intended for the project, including batching, mixing, and delivery. Provide mixtures that are firm within 3 hours. Refer to the following general guidelines:

- a) Require a minimum flow of 8 inches when tested with a 3 by 6-inch opened ended cylinder modified flow test.
- b) Mixture bleeds freely within 10 minutes.
- c) Require the mixture to support a 150-pound person within 3 hours.

The Engineer will observe all phases of the trial batching for approval. Submit the proposed mixture proportions and test results for the minimum flow, time of bleeding, and time to achieve firmness to the Engineer for review and approval.

The Contractor will cast test cylinders for each 300 cubic yards of flowable fill in place. Do not rod the cylinders, but lightly tap the sides of the mold. Allow the test cylinders to bleed for about 30 minutes, refill, and then cover with a sheet of tough, durable, impervious plastic or cylinder lid. Secure the plastic in place around the mold, within one inch of the top, with a rubber band or string, and cover the lid with wet burlap. Remove the burlap after 24 hours and cure for 28 days when the ambient shade temperature is 60 to 90 degrees F. Obtain an average compressive strength of 50 to 100 psi at 28 days.

Water Tapping Sleeve and Valve:

The contractor shall use a "full bodied" tapping sleeve designed for the particular line size and pipe used. This tapping sleeve shall be Mueller H-615 or approved equal. The tapping sleeve shall be equipped with mechanical joint on the mainline with outlet flanged. The tapping valve shall be a Mueller T-2360-16, or approved equal.

Special Aggregate, Concrete, and Bituminous Materials Note:

These specifications briefly detail aggregate, concrete, and bituminous materials. Should these specifications be in conflict with specifications issued by the Kentucky Transportation Cabinet, use whatever materials gives superior results.

Water Valve Markers:

Water valve markers shall be "Carsonite" utility marker, water blue, constructed of fiberglass, marble, and thermosetting polymers, or approved equal. The valve marker shall be equipped with decals as designated by the utility owner. These water valve markers cost shall be considered incidental to other items.



**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL  
SPECIAL NOTES FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION**

Perry County; BRO-8302 (7)  
FD52-097-57237 01U  
Hazard-Dwarf-Darfork Road (KY 550)  
Item No. 10-1035.00

The following utility companies have facilities to be relocated and/or adjusted on subject project.

**THE CITY OF HAZARD-** The City of Hazard water line and gas line relocation will be included in the road contract.

**AMERICAN ELECTRIC POWER** – The Electric Company has completed their relocation work.

**CHARTER COMMUNICATIONS-** The Television Company has completed their relocation work.

**G.T.E. SOUTH INC.-** The Telephone Company has completed their relocation work.

There are no railroads involved on this project.

**PROTECTION OF UTILITIES**

The location of utilities provided in the contract document has been furnished by the facility owners and/or by reviewing record drawings and may not be accurate. It will be the roadway contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contract BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

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# *N O T I C E*

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
(NATIONWIDE PERMIT AUTHORIZATION)**

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**PROJECT:** Perry County, Item No. 10-1035.00  
Hazard-Darfork-Dwarf Road (KY-476)  
(Bridge over Lotts Creek)

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The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "*LINEAR TRANSPORTATION CROSSINGS*" in accordance with 33 CFR 330, Appendix A, Part B. In order for this authorization to be valid, the conditions for the Nationwide Permit must be followed. The contractor shall post a copy of these Nationwide Permits in a conspicuous location at the project site for the duration of construction and comply with the attached conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Corps of Engineers. A copy of any request to the Corps of Engineers to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

March 22, 2002

Operations Division  
Regulatory Branch (South)  
ID No. 200200305-ejs

Mr. Keith Crim  
Commonwealth of Kentucky Transportation Cabinet  
Frankfort, Kentucky 40622

Dear Mr. Crim:

This is in response to your request for authorization of the replacement of the deck of the KY-476 bridge over Lotts Creek near Hazard in Perry County, Kentucky. To address existing erosion problems along the roadway, a 100 foot section of Lotts Creek will be shifted away from the roadway. Additionally, a temporary detour will be needed to maintain existing traffic. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for a road crossing. The project is authorized under the provisions of 33 CFR 330 A Nationwide Permit (NWP) No. 14, Linear Transportation Crossings, as published in the Federal Register January 15, 2002. Under the provisions of this authorization you must comply with the enclosed:

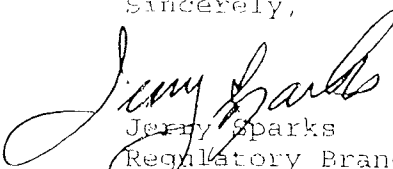
1. Terms for Nationwide Permit No. 14;
2. Nationwide Permit General Conditions
3. Water Quality Certification (WQC) Conditions for Nationwide Permit No. 14 dated March 17, 2002, issued by the Kentucky Division of Water.

Once you obtain your certification, or if no application was required, you may proceed with the project without further contact or verification from us. The enclosed Compliance Certification should be signed and returned when the project is completed. This decision is valid for 2 years from the date of this letter. If your project is not completed within this 2-year period or if your project is modified you must contact us for another permit determination. A copy of this letter is being sent to the Division of Water.

(2)

If you have any questions, please contact me by writing to the above address, ATTN: CELRL-OP-FS, or by calling (606) 642-3053. Any correspondence on this matter should refer to our ID No. 200200305-ejs.

Sincerely,

  
Jerry Sparks  
Regulatory Branch

Enclosure

Copy Furnished:

Sparks/OP-FS/nw14-KY.wp.A1

ADDRESS FOR COORDINATING AGENCY

Mr. Jeffery Pratt, Director  
Division of Water  
Natural Resources and Environmental  
Protection Cabinet  
18 Reilly Road, Ash Building  
Frankfort, Kentucky 40601

Terms for Nationwide Permit No. 14

Linear Transportation Projects.

Activities required for the construction, expansion, modification, or improvement of linear transportation crossings (e.g., highways, railways, trails, airport runways, and taxiways) in waters of the US, including wetlands, if the activity meets the following criteria:

- a. This NWP is subject to the following acreage limits:
  - (1) For linear transportation projects in non-tidal waters, provided the discharge does not cause the loss of greater than 1/2-acre of waters of the US; or
  - (2) For linear transportation projects in tidal waters, provided the discharge does not cause the loss of greater than 1/3-acre of waters of the US.
- b. The permittee must notify the District Engineer in accordance with General Condition 13 if any of the following criteria are met:
  - (1) The discharge causes the loss of greater than 1/10-acre of waters of the US; or
  - (2) There is a discharge in a special aquatic site, including wetlands;
- c. The notification must include a compensatory mitigation proposal to offset permanent losses of waters of the US to ensure that those losses result only in minimal adverse effects to the aquatic environment and a statement describing how temporary losses will be minimized to the maximum extent practicable;
- d. For discharges in special aquatic sites, including wetlands, and stream riffle and pool complexes, the notification must include a delineation of the affected special aquatic sites;
- e. The width of the fill is limited to the minimum necessary for the crossing;
- f. This permit does not authorize stream channelization, and the authorized activities must not cause more than minimal changes to the hydraulic flow characteristics of the stream, increase flooding, or cause more than minimal degradation of water quality of any stream (see General Conditions 9 and 21);
- g. This permit cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars; and
- h. The crossing is a single and complete project for crossing waters of the US. Where a road segment (i.e., the shortest segment of a road with independent utility that is part of a larger project) has multiple crossings of streams

(several single and complete projects) the Corps will consider whether it should use its discretionary authority to require an Individual Permit. (Sections 10 and 404)

Note: Some discharges for the construction of farm roads, forest roads, or temporary roads for moving mining equipment may be eligible for an exemption from the need for a Section 404 permit (see 33 CFR 323.4).

Compliance Certification:

Permit Number: 200200305-ejs

Name of Permittee: Keith Crim

Date of Issuance: 22 March 2002

Upon completion of the activity authorized by this permit and any mitigation required by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
CELRL-OP-FS  
845 Sassafras Creek Road  
Sassafras, Kentucky 41759

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

\_\_\_\_\_

General Certification--Nationwide Permit #14--Road Crossings

This General Certification is issued on March 17, 2002, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33USC 1314), as well as Kentucky Statute KRS 224.16-070.

The Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under 33 CFR Part 330 Appendix A (B) (14), namely road crossings provided that the following conditions are met:

1. Individual road culvert or bridges, either for public or private purposes, that exceed 200 linear feet in width shall require an individual Water Quality Certification.
2. Stream and riparian impacts will be limited to the minimum necessary to construct the road crossing. For the purpose of this General Certification, streams are defined as a solid or dashed blue line on the most recent version of USGS 1:24,000 topographic map.
3. All equipment access and excavations within a stream, necessary to complete a road-crossing project, shall be done in such a manner as to prevent degradation of waters of the Commonwealth. Temporary equipment crossing structures shall be constructed with sufficient pipe capacity so as not to impede normal stream flow.
4. Stream bed gravel and rock shall not be used for construction material.
5. The stream crossing structure shall be constructed in such a manner that does not impede the movement of aquatic organisms. The bottom of any culverts shall be level with the stream bed.
6. This General Certification shall not apply to those waters of the Commonwealth identified as Outstanding Resource Waters, Exceptional Waters or Cold Water Aquatic Habitat Waters, as designated by the Division of Water. An individual Water Quality Certification will be required for projects in these waters.



7. Stream impacts covered under this nationwide permit and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan.

Non-compliance with the conditions of this general certification or violation of Kentucky water quality standards may result in civil penalties. This general certification will expire on March 19, 2007, or sooner if the COE makes significant changes to this nationwide permit.

PART II

SPECIAL PROVISIONS APPLICABLE TO PROJECT

SPECIAL PROVISION NO.	TITLE	
69	Embankment at End Bent Structure (1-1-2000)	attached

## **SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES**

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2000 Standard Specifications for Road and Bridge Construction. Apply the metric figures for projects designed in metric and English figures for projects designed in English.

**1.0 DESCRIPTION.** Construct a pile core and granular embankment at end bent structures. Construct the pile core and granular embankment according to the requirements of this Special Provision and the Plans, Standard Drawings, and the 1998 Standard Specifications. Construct structure granular backfill and granular embankment, as the Plans require.

### **2.0 MATERIALS.**

**2.1 Pile Core.** Conform to the Standard Specifications for embankment materials and, in addition, ensure the material is free of boulders larger than 75-mm (3-inch) maximum dimension or any other obstructions which would interfere with the driving of piles. The Department will permit Granular Embankment material provided the 75-mm (3-inch) maximum dimension is not exceeded.

When the plans specify core construction with granular embankment material, ensure that no material within the limits of the core exceeds the 75-mm (3-inch) maximum dimension.

**2.2 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.12 Part G), use the Special Construction Methods found in 3.2.

**2.3 Structure Granular Backfill.** Conform to Subsection 805.11.

**2.4 Geotextile Fabric.** Conform to Table I in Section 843.

### **3.0 CONSTRUCTION.**

**3.1 General.** Construct roadway embankments at end bents according to Section 206 and in accordance with the Plans and Standard Drawings for full embankment section. After constructing the embankment, excavate for the end bent cap, drive piling, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

After piles are driven (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the

mortar has set sufficiently to support workmen and forms without being disturbed.

Install 100-mm (4-inch) perforated pipe according to the plans. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation.

Do not allow individual fragments larger than 100 mm (4 inches) in any dimension within 900 mm (36 inches) of the structure.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Place and compact the pile core, granular embankment, and structure granular backfill according to the applicable density requirements for the project.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

**3.2 Special Construction Methods.** Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

When using material having 50 percent or more passing the 4.75 mm sieve (No. 4) for embankment, install 200 mm (8 inch) perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with geotextile fabric of a type recommended by the pipe manufacturer. Construct headwalls on the outlet end of each perforated pipe.

For erodible or unstable materials having 50 percent or more passing the 4.75 mm sieve (No. 4), protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 300 mm (one foot) of non-erodible material.

For erodible or unstable materials having 50 percent or less passing a 4.75 mm sieve (No. 4), cover with at least 300 mm (one foot) of non-erodible material.

Where erodible or unstable granular embankment will be protected by

riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

#### **4.0 MEASUREMENT.**

**4.1 Pile Core.** The Department will measure the quantity of material for the pile core as Roadway Excavation, Embankment-in-Place, or Borrow Excavation, as applicable. The Department will not measure overhaul of material for the pile core or for any necessary manipulation such as stockpiling or double hauling for payment and will consider it incidental to the pile core construction.

**4.2 Granular Embankment.** The Department will measure the quantity in cubic meters (cubic yards) using the design quantity, increased or decreased by authorized adjustments as specified in Subsections 204.04.01 and 204.04.02. The Department will deduct the volume of the pile core from the quantity of Granular Embankment.

The Department will not measure furnishing and placing 200-mm perforated pipe and headwalls placed due to the use of erodible material for payment and will consider them incidental to the Granular Embankment.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

**4.3 Structure Granular Backfill.** The Department will measure the quantity in cubic meters (cubic yards) using the design quantity, increased or decreased by authorized adjustments as specified in Subsections 204.04.01 and 204.04.02. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

When following construction sequence "A", as shown on the Standard Drawings, the Department will not measure structure excavation at the end bent for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure furnishing and placing the 100-mm (4-inch) perforated underdrain pipe for payment and will consider it incidental to the Structure Granular Backfill.

**4.4 Geotextile Fabric.** When the plans require geotextile fabric to be placed outside the limits of granular embankment, then measurement and payment for the fabric outside the limits of granular embankment will be in accordance with requirements elsewhere in the Contract.

**4.5 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 50-mm (2-inch) mortar or concrete bed for payment and will consider it incidental

to the end bent construction.

**4.6 Roadway Excavation.** See Subsection 204.04.

**4.7 Embankment-in-Place.** See Subsection 206.05.

**4.8 Borrow Excavation.** See Subsection 205.05.

**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
2200	Roadway Excavation	See Section 204.05
2230	Embankment-in-Place	See Section 206.05
2210	Borrow Excavation	See Section 205.05
2231	Structure Granular Backfill	Cubic Meter (Cubic Yards)
----	Granular Embankment	Cubic Meter (Cubic Yards)

The Department will consider payment as full compensation for all work required in this provision.

January 1, 2000

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS  
(Copies of Each Attached)

1. Schedule of Minimum Wages Established for the Project.
2. FHWA 1273 (Rev. 3-94) Required Contract Provisions.
3. Employment Requirements Relating to Non-Discrimination of Employees Applicable to Federal Aid System Contracts (12-3-92).
4. Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
5. Executive Branch Code of Ethics.

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**SHEET ONE  
LETTING: 12-12-2003**

**PROJECT WAGE RATES**

**PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**

The Hazard-Darfork-Dwarf Road (KY 476)

Grade, Drain & Asphalt Surface

<b>CRAFTS</b>	<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
Boilermakers .....	24.65.....	12.94
Bricklayers: .....	20.35.....	7.80
Stone Mason .....	18.95.....	7.80
Carpenters: .....	18.85.....	7.80
Cement Masons: .....	18.70.....	7.80
Electricians: .....	*22.60.....	6.97
*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T. V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.		
Ironworkers, Reinforcing: .....	18.75.....	7.80
Ironworkers, Structural: .....	18.95.....	7.80
Painters (State):		
All Excluding Bridges .....	19.92.....	9.57
Bridges .....	23.92.....	10.07
Piledrivers: .....	18.50.....	7.80
Plumbers .....	22.52.....	7.80
Sheet Metal (State) .....	20.40.....	7.80

Welders - Receive rate for craft in which welding is incidental.

**LABORERS:**

General laborer, flagperson, steam jenny.	<b>BASE RATE</b> .....	16.90
	<b>FRINGE BENEFITS</b> .....	7.80

Batch truck dumper, deck hand or scowman.	<b>BASE RATE</b> .....	17.15
	<b>FRINGE BENEFITS</b> .....	7.80

Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow and power buggy, sewer pipe layer, bottom man, dry cement handler, concrete rubber, mason tender.

<b>BASE RATE</b> .....	17.25
<b>FRINGE BENEFITS</b> .....	7.80

Asphalt lute and rakerman, side rail setter.	<b>BASE RATE</b> .....	17.30
	<b>FRINGE BENEFITS</b> .....	7.80



**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET TWO 12-12-2003**

**PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**

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**LABORERS:**

Gunnite nozzle man.	<b>BASE RATE</b> .....	17.40
	<b>FRINGE BENEFITS</b> .....	7.80
Tunnel laborer (free air).	<b>BASE RATE</b> .....	17.45
	<b>FRINGE BENEFITS</b> .....	7.80
Tunnel mucker (free air),gunnite operator (State).	<b>BASE RATE</b> .....	17.50
	<b>FRINGE BENEFITS</b> .....	7.80
Hand blade operator	<b>BASE RATE</b> .....	17.65
	<b>FRINGE BENEFITS</b> .....	7.80
Tunnel miner, blaster and driller (free air).	<b>BASE RATE</b> .....	17.85
	<b>FRINGE BENEFITS</b> .....	7.80
Caisson worker.	<b>BASE RATE</b> .....	18.40
	<b>FRINGE BENEFITS</b> .....	7.80
Powderman.	<b>BASE RATE</b> .....	18.50
	<b>FRINGE BENEFITS</b> .....	7.80
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	<b>BASE RATE</b> .....	19.70
	<b>FRINGE BENEFITS</b> .....	7.80

**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:**

Truckhelper and warehouseman (State).	<b>BASE RATE</b> .....	17.15
	<b>FRINGE BENEFITS</b> .....	7.80
Driver, winch truck and A-Frame when used in transporting materials.	<b>BASE RATE</b> .....	17.25
	<b>FRINGE BENEFITS</b> .....	7.80
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	<b>BASE RATE</b> .....	17.35
	<b>FRINGE BENEFITS</b> .....	7.80
Driver on mixer trucks (all types).	<b>BASE RATE</b> .....	17.40
	<b>FRINGE BENEFITS</b> .....	7.80
Truck mechanic	<b>BASE RATE</b> .....	17.45
	<b>FRINGE BENEFITS</b> .....	7.80

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET THREE    12-12-2003**

**PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**

**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:** (continued)

Driver (3 tons and under), tire changer and truck mechanic helper (State).	<b>BASE RATE</b> .....17.48
	<b>FRINGE BENEFITS</b> .....7.80

Driver on pavement breakers.	<b>BASE RATE</b> .....17.50
	<b>FRINGE BENEFITS</b> .....7.80

Driver (over 3 tons), driver (truck mounted rotary drill).	<b>BASE RATE</b> .....17.69
	<b>FRINGE BENEFITS</b> .....7.80

Driver, Euclid and other heavy earth moving equipment, Low boy.	<b>BASE RATE</b> .....18.26
	<b>FRINGE BENEFITS</b> .....7.80

Greaser on greasing facilities.	<b>BASE RATE</b> .....18.35
	<b>FRINGE BENEFITS</b> .....7.80

**OPERATING ENGINEERS:**

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller, gurry, self-propelled compactor, self-contained hydraulic percussion drill.

<b>BASE RATE</b> .....20.25
<b>FRINGE BENEFITS</b> .....7.80

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, whirly oiler, tractair and road widening trencher, articulating trucks, mechanic helper, (State).

<b>BASE RATE</b> .....18.50
<b>FRINGE BENEFITS</b> .....7.80

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET FOUR    12-12-2003**

**PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**

**OPERATING ENGINEERS** (continued)

Greaser on grease facilities servicing heavy equipment

**BASE RATE.....18.35**

**FRINGE BENEFITS.....7.80**

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver.

**BASE RATE.....17.76**

**FRINGE BENEFITS.....7.80**

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices.

These rates are listed pursuant to the Kentucky Determination No. CR-03-II-HWY dated July 11, 2003 and/or Federal Decision No. KY 030026 dated June 13, 2003.

NOTE: Both Kentucky Determination No. CR-03-II-HWY and Federal Decision No. KY 030026 dated June 13, 2003 apply to this project. This set of wage rates contains a combination of these two wage decisions.

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET FIVE 12-12-2003**

**PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**

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Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

**OVERTIME:**

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Rick Stansel, Director  
Division of Contract Procurement  
Frankfort, Kentucky 40622

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contrac-

tual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee

facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to

their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determi-

nation") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representa-

tive, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not regis-



tered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such

trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contrac-

tor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID  
HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL  
WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such

requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

AN ACT OF THE KENTUCKY GENERAL  
ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT  
KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of

workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

**PROJECT: PERRY COUNTY, BRZ 8302 (8), FD52 097 0476 002-003**  
**LETTING: 12-12-2003**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>TIMETABLE</b>	<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
	7.0%	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Carol Gaudin, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609  
(404) 562-2424**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Perry County.



## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

PART IV

INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

- (1) Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
- (2) Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
- (3) Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
- (4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a. "policy contains no deductible clauses."
  - b. "policy contains a \_\_\_\_\_ deductible property  
(amount)  
damage clause but company will pay claim and collect  
the deductible from the insured."
- (5) WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V

STATEMENT OF INCOMPLETED WORK

1. Status of Active Prime Contracts.

Attached

# 1. STATUS OF ALL INCOMPLETED PRIME CONTRACTS

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$

PART VI

BID ITEMS

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

PERRY COUNTY

BRZ 8302 (8)

**PCN: 03-0775**

Letting: 12/12/2003

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE AND CULVERT QUANTITIES			.	.
1	2231	STRUCTURE GRANULAR BACKFILL	70.00	CU YD	.	.
2	8100	CONCRETE-CLASS A	30.20	CU YD	.	.
3	8019	CYCLOPEAN STONE RIP RAP	365.00	TON	.	.
4	8050	PILES-STEEL HP14X73	141.00	LIN FT	.	.
5	7389	CONCRETE-CLASS AA HPC	109.10	CU YD	.	.
6	8033	TEST PILES	47.00	LIN FT	.	.
7	8151	STEEL REINF-EPOXY COATED	14,908.00	LB	.	.
8	8095	PILE POINTS-14 INCH	8.00	EACH	.	.
9	8672	PRECAST PC BOX BEAM SB42	354.00	LIN FT	.	.
10	3299	ARMORED EDGE FOR CONCRETE	30.00	LIN FT	.	.
11	8801	GUARDRAIL-STEEL W BM-S FACE BR	162.50	LIN FT	.	.
12	2355	GUARDRAIL-STEEL W BM-S FACE A	100.00	LIN FT	.	.
13	8003	FOUNDATION PREPARATION	1.00	LP SUM	.	.
14	8301	REMOVE EXISTING SUPERSTRUCTURE	1.00	LP SUM	.	.
		ROADWAY QUANTITIES			.	.
15	2200	ROADWAY EXCAVATION	2,581.00	CU YD	.	.
16	2242	WATER	48.00	M GAL	.	.
17	6510	PAVE STRIPING-TEMP PAINT-4 IN	816.36	LIN FT	.	.
18	6515	PAVE STRIPING-PERM PAINT-6 IN	1,594.46	LIN FT	.	.
19	6582	PAVEMENT MARKER TYPE IV-BY	21.00	EACH	.	.
20	2351	GUARDRAIL-STEEL W BEAM-S FACE	288.00	LIN FT	.	.
21	2360	GUARDRAIL TERMINAL SECT NO 1	6.00	EACH	.	.
22	2391	GUARDRAIL END TREATMENT TY 4A	1.00	EACH	.	.
23	2397	TEMPORARY GUARDRAIL	562.50	LIN FT	.	.
24	0441	ENTRANCE PIPE-18 INCH	140.00	LIN FT	.	.
25	1371	METAL END SECTION TY 1-18 INCH	3.00	EACH	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

PERRY COUNTY

BRZ 8302 (8)

**PCN: 03-0775**

Letting: 12/12/2003

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
26	5985	SEEDING AND PROTECTION	<b>2,695.91</b>	SQ YD	.	.
27	5953	TEMP SEEDING AND PROTECTION	<b>785.43</b>	SQ YD	.	.
28	2705	SILT CHECK	<b>4.00</b>	EACH	.	.
29	2708	CLEAN SILT CHECK	<b>4.00</b>	EACH	.	.
30	2701	TEMPORARY SILT FENCE	<b>582.37</b>	LIN FT	.	.
31	2709	CLEAN TEMPORARY SILT FENCE	<b>1,164.74</b>	LIN FT	.	.
32	2484	CHANNEL LINING CLASS III	<b>777.00</b>	TON	.	.
33	2434	R/W MARKER RURAL TYPE 1	<b>2.00</b>	EACH	.	.
34	2437	R/W MARKER MUNICIPAL TYPE 1	<b>5.00</b>	EACH	.	.
35	2585	EDGE KEY	<b>44.00</b>	LIN FT	.	.
36	0001	D G A BASE	<b>950.00</b>	TON	.	.
37	0291	EMULSIFIED ASPHALT RS-2	<b>1.00</b>	TON	.	.
38	0100	ASPHALT SEAL AGGREGATE	<b>2.00</b>	TON	.	.
39	0220	CL1 ASPH BASE 0.75D PG64-22	<b>219.00</b>	TON	.	.
40	0221	CL2 ASPH BASE 0.75D PG64-22	<b>671.00</b>	TON	.	.
41	0300	CL1 ASPH SURF 0.38D PG64-22	<b>51.00</b>	TON	.	.
42	0301	CL2 ASPH SURF 0.38D PG64-22	<b>136.00</b>	TON	.	.
43	2545	CLEARING AND GRUBBING (1.3 ACRES)	<b>1.00</b>	LP SUM	.	.
44	2726	STAKING	<b>1.00</b>	LP SUM	.	.
45	2650	MAINTAIN AND CONTROL TRAFFIC	<b>1.00</b>	LP SUM	.	.
46	2731	REMOVE EXISTING STRUCTURE	<b>1.00</b>	LP SUM	.	.
47	2651	DIVERSIONS (BY-PASS DETOURS)	<b>1.00</b>	LP SUM	.	.
		UTILITY RELOCATION QUANTITIES			.	.
48	1097	DUCTILE IRON PIPE-10 INCH	<b>342.00</b>	LIN FT	.	.
49	7598	BALL-JT RIVER-X PIPE 10"	<b>108.00</b>	LIN FT	.	.
50	1093	DUCTILE IRON PIPE-6 INCH	<b>109.00</b>	LIN FT	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

PERRY COUNTY

BRZ 8302 (8)

**PCN: 03-0775**

Letting: 12/12/2003

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
51	3385	PVC PIPE-6 INCH	37.00	LIN FT	.	.
52	7599	SERVICE TUBING 1 1/4"	12.00	LIN FT	.	.
53	9412	SERVICE TUBING-3/4 INCH	65.00	LIN FT	.	.
54	7600	PLASTIC COATED STEEL GASLINE3"	165.00	LIN FT	.	.
55	7601	P.E. GASLINE 3"	368.00	LIN FT	.	.
56	7602	P.E. GAS SERVICE TUBING 1 1/4"	15.00	LIN FT	.	.
57	7603	P.E. GAS SERVICE TUBING 3/4"	86.00	LIN FT	.	.
58	1069	STEEL ENCASEMENT PIPE-12 INCH	30.00	LIN FT	.	.
59	1063	STEEL ENCASEMENT PIPE-6 INCH	89.00	LIN FT	.	.
60	3530	GATE VALVE-10 INCH	2.00	EACH	.	.
61	3526	GATE VALVE-6 INCH	1.00	EACH	.	.
62	3492	VALVE-1 1/4 INCH	1.00	EA	.	.
63	7604	P.E. GAS VALVE 3"	2.00	EACH	.	.
64	3492	VALVE-1 1/4 INCH	1.00	EA	.	.
65	3551	TAPPING SLEEVE & VALVE (6")	1.00	EA	.	.
66	7605	GAS VENTS (COMPLETE)	3.00	EACH	.	.
67	3466	TIE-IN 6 INCH (COMPLETE)	2.00	EACH	.	.
68	3437	RECONNECT EXISTING SERVICE (3/4")	2.00	EACH	.	.
69	7606	WATER RIVER TEST STATION	1.00	EACH	.	.
70	7607	CATHODIC PROTECTION (COMPLETE)	1.00	LPSUM	.	.
71	3460	TIE-IN TO EXISTING WATER LINE (@ 0+0)	1.00	EACH	.	.
72	3460	TIE-IN TO EXISTING WATER LINE (@ 4+50)	1.00	EACH	.	.



**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 4

PERRY COUNTY

BRZ 8302 (8)

PCN: 03-0775

Letting: 12/12/2003

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
73	3438	RECONNECT TO MAIN (0+00 GAS RETIE)	1.00	EACH	.	.
74	3438	RECONNECT TO MAIN (5+33 GAS RETIE)	1.00	EACH	.	.
75	3479	TIE-IN (1 1/4" WATER)	1.00	EACH	.	.
76	3479	TIE-IN (1 1/4" GAS)	1.00	EACH	.	.
77	3479	TIE-IN (3/4" GAS)	1.00	EACH	.	.
78	2220	FLOWABLE FILL	56.00	CU YD	.	.
79	8100	CONCRETE-CLASS A	3.00	CU YD	.	.
80	2555	CONCRETE-CLASS B	10.00	CU YD	.	.
81	0071	CRUSHED AGGREGATE SIZE NO 57	150.00	TON	.	.
82	7608	GASLINE MARKERS	6.00	EACH	.	.
83	2569	DEMOBILIZATION	1.00	LP SUM	.	.
84		<b>TOTAL BID</b>			\$	.

PART VII

CERTIFICATIONS

- |    |                                                                                       |          |
|----|---------------------------------------------------------------------------------------|----------|
| 1. | Provisions Relative to Senate Bill 258 (1994)                                         | Attached |
| 2. | Certification for Federal-Aid Contract                                                | Attached |
| 3. | Certification                                                                         | Attached |
| 4. | Non-Collusion Certification                                                           | Attached |
| 5. | Certification with regard to the Performance<br>of Previous Contracts or Subcontracts | Attached |
| 6. | Certification of Bid Proposal                                                         | Attached |

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

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CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under penalty  
(President or Authorized Official of Bidder) (Title)  
perjury under the laws of the United States, do hereby certify that, except as noted below,

\_\_\_\_\_  
(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)  
any person associated therewith in the capacity of (owner, partner, director, officer,  
principal investigator, project director, manager, auditor, or any position involving the  
Administration of Federal Funds): is not currently under suspension, debarment, voluntary  
exclusion, or determination of ineligibility by any federal agency; has not been suspended,  
debarred, voluntarily excluded or determined ineligible by any federal agency within the past  
3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or  
had a civil judgement rendered against (it) by a court of competent jurisdiction in any  
matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating  
agency and dates of action.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY  
COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_,  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken action in restraint of free  
competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY  
COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty or perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_, (In  
sert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken action in restraint of free  
competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract

Compliance, a Federal Government contracting or administering agency, or the Former President's

Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION OF BID PROPOSAL

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

***"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of \_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."***

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Name of Contracting Firm

BY:

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Authorized Agent

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Title

---

Address

City

State

Zip Code

---

Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.